

FILMING/PHOTOGRAPHY AGREEMENT

THIS AGREEMENT is made the day of 2010 between:

1. **Broadgate Estates Ltd** whose registered office is York House, 45 Seymour, London W1H 7JT ('The Owner'); and
2. **X**
 ('The Licensee').

It is AGREED as follows:

1. Interpretation

- 1.1 For the purposes of this Agreement the following expressions shall have the following meanings:

'Broadgate' the entire Broadgate development as outlined in red on the plan contained in part 2 of the First Schedule

'Film' the feature film, television programme, commercial or other film (which expression shall include a recording on any medium from which a moving image may be produced) short particulars of which are set out in Part 1 of the Second Schedule

'Names' shall mean any one or more of the name 'Broadgate' and the names (or parts thereof) of all persons (including companies) in occupation of any part of Broadgate and shall include all words signs and other devices setting out or containing such names

'Permitted Areas' those parts of the premises as referred to in Part 1 of the First Schedule and, if applicable, as marked in green on the plan of the Premises contained in Part 2 of the First Schedule provided that irrespective of such marking no roof of any building shall be part of the Permitted Areas unless Part 1 of the First Schedule expressly states so

'Premises' Broadgate or any part thereof as the context may require

'Restricted Areas' all parts of the Premises other than the Permitted Areas

'Scenes' those scenes within the Shooting Script in which the premises are to be included details of which are set out in Part 2 of the Second Schedule

'Shooting Period'

Start: **X**

Finish: **X**

'Shooting Script' the final script from which the Film is recorded or, if applicable, the relevant part thereof as approved by the owner pursuant to clause 3.1.2

- 1.2 The clause headings in this Agreement are for ease of reference only and shall not affect its construction.

2. Licence

- 2.1 In consideration of the obligations of the Licensee contained in this Agreement the Owner grants the Licensee the following rights:

- 2.1.1 to use the Permitted Areas throughout the Shooting Period for the purpose of :-
- (a) preparing for and recording the Scenes in connection with the Film;
 - (b) taking still photographs for use either in the Film or in publicity for the Film but not independently therefrom;
- 2.1.2 to represent the Premises as being either another real place or a fictional place according to the requirements of the Shooting Script but on no account to represent the Premises under their proper title in the Film or otherwise nor to include in any of the Scenes images containing any of the Names and not to film those parts of the Premises where any of the Names appear unless the prior written permission has first been obtained of the person (or company) whose name will be included and so filmed;
- 2.1.3 to incorporate the Scenes in the final version of the Film either as a sequence on its own or preceded interlaced or followed by such other scenes as the Licensee may require (including scenes of studio sets representing, for the purpose of the Film, the interior of any part of the Premises);
- 2.1.4 to exploit and exhibit the Film with or without the Scenes in any medium either now known or hereafter devised without any restriction whatsoever;

3. Undertakings by the Owner

- 3.1 The Owner undertakes and agrees:
- 3.1.1 that it is free to enter into this Agreement without having to obtain consent from any other person;
 - 3.1.2 that it has read the Shooting Script and has no objection to it or to the depiction of the Premises exactly in accordance therewith.

4. Undertakings by the Licensee

- 4.1 The Licensee undertakes and agrees:
- 4.1.1 to leave the Premises in the same condition as found and in particular to make good, clean and tidy any part of the Premises affected by the Licensee's use thereof
 - 4.1.2 to make good at its cost any damage to the Premises arising out of its use thereof;
 - 4.1.3 that if the Owner in its absolute discretion provides any cleaning or security services to the Licensee (which the Owner is under no obligation to do) or if the Owner has in its reasonable opinion to provide any

additional cleaning or security services as a consequence of the Licensee's use of the Premises the Licensee agrees to reimburse the Owner the costs incurred by the Owner in so doing plus 15% administration charge plus VAT

- 4.1.4 to follow the instructions of the Owner or its authorised representative as to obtaining access to the Permitted Area including in particular any instructions as to the route to be used, including as to the loading bays, lifts, ramps, pathways, doorways and stairways to be used in obtaining such access;
- 4.1.5 to minimise any inconvenience caused to other occupiers or users of the Premises so far as this can reasonably be achieved;
- 4.1.6 to respect the existing use and occupation of the Premises (whether by the Owner or third parties) and in any event not without the Owner's prior consent to enter the Restricted Areas otherwise than for the purpose of gaining access to the Permitted Areas;
- 4.1.7 to ensure that the crew, the cast, the extras and any other persons involved in their Film will follow the reasonable and lawful instructions of the Owner or its representatives;
- 4.1.8 not to carry out any alterations or works whatsoever to the Premises;
- 4.1.9 not without the prior written permission of the Owner to give, or purport to give, instruction to any maintenance staff, cleaning contractors, security personnel or other persons present on the Premises and for this purpose 'instructions' includes any request howsoever made;

- 4.1.10 save as permitted under clause 2.1.2 not to use the Names in or in relation to the Film nor to include in any of the Scenes images containing the Names and not to film those parts of the Premises where any of the Names appears;
- 4.1.11 not to use or permit to be used any film or photographs shot at the Premises except in connection with the Film as expressly permitted hereunder;
- 4.1.12 not to bring onto the premises at any one time more than the total numbers of each of the crew, the cast, the extras, the equipment and the props set out in the Third Schedule
- 4.1.13 not to connect any equipment to any electrical supply in any part of the Premises without the prior written consent of the Owner which shall be at the Owner's absolute discretion and upon such terms as the Owner may require;
- 4.1.14 not without the prior written consent of the Owner (which shall be at its absolute discretion) to bring any vehicles (which for the purposes of this clause shall include all trailers, caravans and similar items) onto the Premises whether for the purpose of loading or unloading or otherwise and not in any event to park any vehicles on any part of the Premises nor to park any vehicles adjacent to the Premises in a manner that restricts or blocks access to the Premises;
- 4.1.15 not without the prior written consent of the occupant(s) to film the interior of any building or part thereof on the Premises provided that this shall not prevent the incidental inclusion in the Film of such parts of any interior as may be viewed in the background.

5. Indemnity and Insurance

- 5.1 The Licensee hereby agrees to indemnify and keep indemnified the Owner, its directors, employees, servants and agents for any and all losses liabilities, claims and proceedings howsoever arising in respect of the death of or damage to any property whether of the Owner or of any third party where caused by or resulting from any negligent act or omission of the Licensee or of its directors, employees, servants, agents or sub-contractors.
- 5.2 The Licensee hereby warrants and represents that it has in full force and effect a valid third party liability insurance policy with a reputable insurer and that such policy provides cover in respect of the indemnity at clause 5.1 at least up to the sum of £2 million.
- 5.3 The Licensee agrees to produce to the Owner prior to the first day of the Shooting Period a copy of the relevant policy and certificate of insurance in respect of the insurance referred to at clause 5.2.

6. Consideration

- 6.1 In further consideration for the rights and licence granted to the Licensee the Licensee agrees to pay the Owner or as the Owner may direct prior to the first day of the Period the sum of £250.00 + Vat per hour.

7. Conditions Precedent and Termination

- 7.1 The Licensee agrees that the requirements of clauses 5.2, 5.3 and clause 6 (consideration) are each conditions precedent to the exercise by the Licensee of the rights granted hereunder and it shall not be entitled to exercise such rights until it has complied with the said requirements.
- 7.2 In the event of the Licensee failing to comply with any or all of clauses 5.2, 5.3 and clause 6 such failure shall be a material breach of this agreement and shall entitle the Owner to forthwith terminate this Agreement and such termination shall be without prejudice to all other rights and remedies the Owner may have.
- 7.3 In the event of the Licensee failing to comply with any other obligation hereunder it shall upon demand rectify such breach forthwith and in the event that it fails to do so the Owner shall be entitled to terminate this Agreement and such termination shall be without prejudice to all other rights and remedies the Owner may have.

8. General

- 8.1 This Agreement shall be governed by English law
- 8.2 No variation shall be effective unless in writing and no forbearance shall amount to a variation or waiver of this Agreement
- 8.3 This Agreement supersedes all previous agreements (if any) between the parties.

9. Law

9.1 This Agreement shall be governed by and construed in accordance with the laws of England.

Signed

Signed **X**.....

Name

Name **X**.....

Title

Title **X**.....

Date

Date **X**.....

For and on behalf of Broadgate Estates Ltd

For and on behalf of **X**.....

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THE FIRST SCHEDULE

Part 1: Description of the Permitted Areas

Describe here in words the area or areas where filming is permitted.

X

THE FIRST SCHEDULE

Part 2: Plan of Premises and Permitted Areas

This shows the Premises and, if applicable, by outlining in green, the Permitted Areas where filming can take place.

X (for me to fill in)

THE SECOND SCHEDULE

Part 1: Film

Give details of air date and/or transmission time/date including title of programme, film, commercial or sequence (where applicable) or/and details of media exposure.

X

Part 2: The Scenes

(Set out here a brief description of the scene or scenes to be filmed at Broadgate.)

X

THE THIRD SCHEDULE

(This schedule contains details of the numbers or amount of cast, extras, crew, equipment and props to be brought onto the Premises. The information should be provided by the Licensee and in the case of equipment and props all material items should be listed. If necessary continue on a separate sheet.)

Maximum number of Cast: **X** persons

Maximum number of Extras: **X** persons

Maximum number of people: **X** persons

Equipment to be brought onto the Premises (list all material items):-

X

Props to be brought onto the Premises (detailed list of all material items):-

X