

# AllHealth Insurance Services, Inc.

## LOCATION RELEASE

*(Document must be completed for all private property locations appearing in the Submission)*

Date = \_\_\_\_\_

Property Owner Name:

Property Address:

### **RE: Above named property**

Dear Sir or Madam:

This is to confirm the consent and agreement of \_\_\_\_\_ (“Licensor”), in consideration of the possibility of publicity that AllHealth Insurance Services, Inc. (“AllHealth”), its agents, licensees, assigns, successors, parents, subsidiaries and affiliates, and each of their respective employees, officers, directors, shareholders, agents and representatives are hereby granted the right and license to enter and remain upon the premises located at \_\_\_\_\_ (“Location”), and to make use of such premises and related Property, from \_\_\_\_\_ [Insert date] to \_\_\_\_\_ [Insert date] (plus any reasonable number of re- shoot days subject to availability of the Location) in connection with print, graphic, audio and/or visual or other content, projects, campaigns or programs, and derivative works thereof [known as “\_\_\_\_\_”] [Insert Project name] (the “Project”). Further, Licensor irrevocably grants to AllHealth the following permissions, rights and licenses in and to all property, both real and personal, located at such Location (collectively, the “Property”).

In consideration of adequate consideration, the receipt of which is acknowledged, Licensor agrees as follows:

**1. Special Terms and Conditions.** [Insert any special terms, conditions, limitations, etc. (e.g., insurance requirement, hours of access, use of utilities, etc.)] [or insert “None”]

### **2. Scope**

- a. The right and license to photograph, record, depict, represent and otherwise make use of the Property. Without limitation, the Property includes any and all names, addresses and trademarks connected with the Property and any signs, artwork, sculptures, pictures, fixtures and other personal property located thereon, and any logos and verbiage contained thereon in connection with, or as part of, the Project, the right to refer to the Property by any real or fictitious name, the right to attribute any real or fictitious events as having occurred on the Property and the right to reconstruct or recreate the Property or any part thereof for use as a set for shooting, photographing, recording and/or filming of the Project.
- b. The right and license to reproduce, publish, distribute, exhibit, sublicense, advertise and otherwise exploit any and all productions and materials, in whole or in part, in connection

with the permissions, rights and licenses hereunder, including, without limitation, the Project and the advertising and publicity therefor, and in commercial tie-ins and any merchandising or other commercial exploitation of the Project and the allied, ancillary and subsidiary rights thereto, by any and all methods and manners and in any and all languages, formats and media (including, without limitation, film, television, videocassettes, DVDs, interactive devices and Internet and on-line systems etc.), whether now known or hereafter devised, throughout the world, in perpetuity, without limitation or restriction of any kind and without further payment of any kind.

- c. As between the Licensor and AllHealth, AllHealth shall be the sole, exclusive and perpetual owner of all right, title and interest in the Project and any photographs and recordings made hereunder in connection with the Property including, without limitation, the copyright and all renewals and extensions of copyright therein.

**3. Representations/Warranties/Indemnity.** The Licensor represents and warrants that the Licensor has the full right and authority to enter into this "Location Release" and to grant to AllHealth all of the rights set forth herein and that the consent or permission of no other person or entity is necessary to grant the permissions, rights and licenses contained in this Location Release. The Licensor agrees to indemnify and hold harmless AllHealth and its parent, and its and their agents, licensees, assigns, successors, subsidiaries and affiliates, and the officers, directors, managers, equity holders, agents and employees of each of them, from and against, any and all losses, costs, liabilities, judgments, damages, claims and expenses (including reasonable outside attorneys' fees and costs) of any nature arising from any breach or any alleged breach by the Licensor of any representation, warranty or agreement made by the Licensor in this Location Release.

**4. Miscellaneous.** Neither AllHealth nor its agents, licensees, assigns, successors, parents, subsidiaries and affiliates shall be obligated to photograph scenes or make recordings at or otherwise use the Property, or make any actual use of or reference to any photographs or recordings made at the Property, or otherwise depict or refer to the Property in the Project, or produce, publish, distribute or exploit the Project. The Licensor hereby irrevocably waives and relinquishes any right to seek or obtain, for any reason whatsoever, an injunction, a rescission or termination of this Location Release or any rights hereunder, or any other form of equitable relief against AllHealth, or otherwise interfere with or impair the development, production, publication, distribution, exhibition, advertising, publicizing or other exploitation of the Project, the Licensor's sole remedy with respect thereto being an action at law for damages (if any). The Licensor shall have no equitable or legal cause of action against AllHealth or any third party on the basis that AllHealth's use of any photographs or recordings made at the Property is, or is claimed to be, defamatory, derogatory, denigrative, untrue, censorable or violative of anyone's rights of privacy or publicity or other personal and/or property rights except insofar as AllHealth is in material breach of any restrictions specifically set forth in this Location Release (if any). The Licensor acknowledges and agrees that any breach by the Licensor of this Location Release will cause AllHealth irreparable harm, and therefore, that AllHealth shall be entitled to injunctive or equitable relief (without obligation to post bond or surety or establish harm) in addition to all other remedies available at law or in equity, in any court of competent jurisdiction. AllHealth may freely license, sublicense and assign, in whole or in part, the Location Release or any of the rights hereunder. This is the entire agreement between the parties relating to the matters herein and subsequent to execution cannot be modified without written consent of the parties hereto and shall be exclusively governed by and construed in accordance with the internal laws of the State of California without regard to conflict of laws provisions.

If you are in agreement, please sign below and return the original to the individual listed below as the sender of this document or mail to AllHealth Insurance Services, Inc. P.O. Box 10909 San Bernardino, CA 92423.

Sincerely,

\_\_\_\_\_

[Print Name]

For AllHealth Insurance Services, Inc.

**AGREED AND ACCEPTED TO:**

**LICENSOR:** \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_