



LOCATION AGREEMENT FOR FILM 2017

Agreement between the party named in the Schedule ("the Producer") and the party named in the Schedule (ALC on behalf of "the Traditional Owners")

This **Location Agreement 2017** is to be read, understood and signed alongside the **Copyright Consent Agreement 2017**.

1. Permission

The ALC on behalf of "the Traditional Owners hereby give permission for the Producer, (COMPANY TITLE) _____ to access traditional lands at (LOCATIONS) _____ on Groote Eylandt on the (DATES) _____.

2. Warranties and Rights

The ALC on behalf of the Traditional Owners warrants that:

- (i) The Traditional Owners are the owners of the Location and have been consulted and authorised the ALC y to enter into this Agreement on their behalf;
- (ii) the permission of no other person, or corporation is or will be necessary in order to enable the Producer to exercise and enjoy fully the rights and benefits granted in the Agreement; and
- (iii) The ALC on behalf of the Traditional Owners have advised the Producer of any defects and/or dangers of which the Owners are aware in relation to the Location.
- (iv) This permission shall include, without limitation, the right to bring personnel and equipment onto the Location.

3. Conditions of Land Access

The Producer agrees to remove and clean up after completion of work and such other rights as set out below.

4. Free, Prior and Informed Consent

The ALC on behalf of the Traditional Owners confirm that they are aware of the subject matter of the Film as set out the Schedule.

5. Statements of Indemnity

- (i) The ALC on behalf of the Traditional Owners agree to indemnify and hold harmless the Producer against and from any and all loss and damage (including expenses not limited to legal fees) arising out of, or in connection with a breach of the above warranties.

- (ii) The Producer agrees to indemnify and hold the ALC on behalf of the Traditional Owners, harmless against and from any and all liability, loss and theft, which the Producer may suffer by reason of accidents or other damage to the Location or bodily injury including death, caused by the negligence of any of its employees on or about the Location (ordinary wear and tear of the Location in connection with the use specified in this Agreement excepted).

6. Damage to Location

The ALC on behalf of the Traditional Owners agree to notify the Producer in writing within seven (7) days of completion of the filming of any damage claimed to arise from the Producer's use of the Location. The Producer and its representatives will be allowed access to the Location to assess and (where appropriate) rectify any such damage. Failure by the Traditional Owners to notify the Producer in accordance with this paragraph shall relieve the Producer of all responsibility in respect of damage arising from its use of the Location.

For and on behalf of ("**The Traditional Owners**") by **Anindiliyakwa Land Council**

SIGNED:
TITLE:
DATE:

For and on behalf of ("**The Producer**") **COMPANY TITLE**_____

SIGNED:
TITLE:
DATE:

SCHEDULE A

Producers: COMPANY TITLE
Owner: Anindiliyakwa Land Council on behalf of the Traditional Owners
Fee: \$300 full day/\$150 half day
Period DURATION
Location:
Film: 'INSERT TITLE'
Subject Matter: INSERT FILM SUBJECT MATTER