Metropolitan Memorial Parks

Media Location Agreement
Film and Photography

Terms and Conditions of Metropolitan Memorial Parks

Definitions

In this agreement:

'**CASA**' means Civil Aviation Safety Authority

'**Owner**' refers to Metropolitan Memorial Parks Land Manager (ABN 65 959 157 751), its staff and its agents

'**Producer**' refers to the person or entity identified in the Schedule who are conducting the filming at one of the Metropolitan Memorial Parks locations

'**Location**' refers to the area of Metropolitan Memorial Parks' cemeteries or offices that is managed by Metropolitan Memorial Parks Land Manager and identified in the Schedule

'**Participant**' means any person attending the Location for the purpose of filming and photography works

'**Program**' refers to the name of the production / motion picture that is being filmed and/or the photography project being carried out on the Location and is identified in the Schedule

'**Fee**' means the monetary consideration set out in the Schedule to be paid by the Producer

'**Period**' means the period of time set out in the Schedule

'**Time**' means the time set out in the Schedule

'**RPA**' refers to remotely piloted aircraft and has the meaning given by the Civil Aviation Act 1988 (Cth) and the Civil Aviation Safety Regulations 1998 (Cth) (the Regulations)

Conditions

For the Program being produced by the Producer, the Owner agrees to give the Producer access to and use of the Location for the consideration and on the terms and conditions set out in this Agreement.

1. In consideration of the payment of the Fee by the Producer, the Owner agrees to:
    a. give The Producer access to and use of the Location during the Period and Time; and
    b. permit the Producer to film, photography and pictorially represent the Location for the purposes and by means of the Program, and for the promotion of the Program.
2. The Owner warrants and represents to the Producer that the Owner has the full right and authority to enter into this Agreement and to grant the rights granted under this Agreement to the Producer.
3. The Producer warrants that it has the legal right and authority to make and enter into this agreement and agrees to indemnify the Owner against all losses, liabilities, personal injuries, damages, expenses and claims (including reasonable legal costs) as a result of any of this agreement.
4. The Producer will provide all personnel and equipment, including such things as

lighting, generators or vehicles. After filming and/or photography is completed, the Producer agrees to remove all equipment and leave the Location in the same condition as when it was received.

5. The Producer will provide signage to inform cemetery visitors that filming is in progress.
6. Prior to entering upon the Location for the purpose filming and/or photography, the Producer undertakes to provide the Owner with a copy of the script and/or synopsis describing the Program and what parts of the Location are to be included in the Program.
7. The Owner has the absolute discretion to cancel this Agreement if any aspect of the Program or production process, as described in the script or synopsis offends, or has the capacity to offend, any other occupier or user of the Location or any other client of the Owner.
8. Prior to entering the Location for the purpose filming and/or photography, the Producer undertakes to provide the owner with a Production Schedule, List of Participant and List of Motor Vehicles. The list of Participants shall include the role of each Participant and the contact details, including mobile telephone number.
9. Signs on the Location may not be removed or changed without prior written approval from the Owner. Where approval is granted to remove or change a sign, the producer will return the sign to the pre-removal/change position and condition or otherwise replace it.
10. The Producer agrees that any participant in the production is not permitted to stand on grave sites.
11. The Producer agrees not to film and/or photograph any monumental inscriptions or include any monumental inscriptions in any footage and further agrees to indemnify the Owner and hold them harmless from any claims and demands of any person or persons arising out of or based upon the publication of any images that display monumental inscriptions.
12. The Producer will take out Public Liability insurance for the whole Period providing indemnity of not less than $20,000,000 in respect of each Location and Workers Compensation Insurance and, if requested to do so by the Owner, will provide full details of its public liability insurance to the Owner.
13. It is the responsibility of the Producer to check that its agents, assignees, independent producers, contractors and suppliers have adequate Public Liability and Workers Compensation Insurance to satisfy the Producer's obligations under this agreement.
14. It is the responsibility of the Producer to check that its agents, assignees, independent producers, contractors and suppliers comply with Work Health and Safety legislation and Cemetery regulations.
15. The Producer acknowledges that it is responsible for any liability arising out of the presence of any people working on the Location under the Producer's control for the duration of the Period.

Metropolitan Memorial Parks

16. The Producer warrants and agrees that any use of RPA will be conducted within the national aviation system regulated by CASA, and further that:
    a. CASA has been notified of the intention to launch the RPA, if required by the Regulations;
    b. the RPA will be operated in accordance with the standard operation conditions contained within the Regulations;
    c. the operator has a current and valid RPA operator's certificate and remote pilot licence, if required pursuant to the Regulations, and will provide a copy of same to the Owner;
    d. the RPA will be operated in accordance with the provisions of the Privacy Act 1988 (Cth); and
    e. the Producer will indemnify and hold the Owner harmless against any and all losses and expenses suffered or incurred by the Owner as a result of any claim being made on the Owner in respect of any breach of this paragraph.

16. If the filming and/or photography goes beyond the agreed Period and Time, the Producer agrees to pay a further fee equivalent to the half day Rate for each additional 4 hours as referred to in the Schedule.

17. If the Producer needs to shoot retakes or additional scenes, the Producer may re-enter the Location for an additional period, on the same terms as this Agreement, except that:
    a. the dates for the re-entry are to be agreed by the Owner;
    b. the Location may have been redecorated;
    c. the Location may have been landscaped;
    d. the Producer must pay an additional Licence Fee for each of these additional days or part days.

18. The Producer agree to cease the filming and/or photography if a member of the public wishes to visit an allotment (grave) within the immediate area of the Location. Filming may only resume after the visit is completed.

19. Filming of the Owners' staff and agents is not permitted, unless specifically approved by the Owner.

20. The Producer will indemnify and hold the Owner harmless against any and all losses and expenses suffered or incurred by the Owner as a result of any claim being made on the Owner in respect of the death of or injury to any person occurring at the Location during the Period or in respect of the loss or destruction or damage to the property of any person (including the Owner) at the Location during the Period to the extent to which it is caused by the conduct of The Producer whether negligent or otherwise.

21. The Owner agrees to notify the Producer in writing within seven (7) days of completion of the Producer's use of the Location of any damage claimed to arise from the Producer's use of the Location and to allow the Producer and its representatives access to the Location to assess and (where appropriate) rectify any such damage. Failure by the Owner to notify the Producer in accordance with this paragraph shall relieve the Producer of all responsibility

Metropolitan Memorial Parks

in respect to damage arising from its use of the Location.

22. The Owner agrees that any photography, film and sound recorded by The Producer at the Location will be the sole and exclusive property of The Producer.
23. This Agreement will bind the successors in title, assigns and licensees of the Owner.
24. The Producer may with the consent of the Owner assign its right and benefits and transfer and novate its obligations under this Agreement to any person such consent not to be unreasonably withheld.
25. The Producer shall have the right to represent the Location in the Program and trailers, film clips, stills, advertising and publicity material under any name and in any fair and reasonable manner. The Owner hereby expressly disclaims any right, title or interest in the Program including all copyright therein and acknowledges that the Producer has the unfettered right (without payment of further consideration) to exhibit and license others to exhibit and to otherwise exploit all or any part of those scenes of the Program photographed or recorded at the Location in all media throughout the world by any manner or means now known or invented in the future for the full period of copyright protection pursuant to the laws in force in any part of the world, including all renewals, reversions and extensions. The Owner further acknowledges that the Producer is not obliged to use the Program.
26. All disputes must be managed between the Owner and Producer. In circumstances where this is not possible the Producer agrees to allow the Owner the sole discretion to select alternate methods of dispute resolution.

Accepted and agreed to

Location			
Section			
Allotment			
Dates			
Time (start)		**Time (finish)**	
Agreed fee			
Contingencies			

By Producer

Name			
Title			
Program/series name			
Production company			
Signature		**Date**	

Metropolitan Memorial Parks

By Owner (Metropolitan Memorial Parks)

Name			
Title			
Signature		**Date**	

OFFICE USE ONLY

- ☐ Script and/or synopsis received
- ☐ Production schedule received
- ☐ Participant List received
- ☐ Motor vehicle list received
- ☐ Public liability insurance received
- ☐ Workers' compensation received
- ☐ RPA Operator's certificate received (if applicable)