



The Location Release Agreement: Know Your Lines

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Thanks to the state's generous productions incentives, filmmakers are scouting Georgia locations like never before. Makers of feature films, television series, commercials and music videos are knocking on doors, seeking permission to use properties for their projects. They present a "location release agreement" containing a litany of legal concepts that favor the filmmaker. For that reason it's important that the property owner or a qualified representative of the property examine the agreement carefully and demand certain protections.

Here are a few insights from the legal director's chair that should help your performance:

- A business owner seeking to minimize the disruption to business activities should insist that the agreement specify the precise date(s) and time(s) that filming will occur.
- A property owner will want to protect the condition of the property and be indemnified for any losses arising in connection with the use.
- Image-conscious owners may want to consider how the property will be portrayed and restrict any uses that may be deemed embarrassing or defamatory, or simply not in keeping with the character or image of the property.
- The owner of a single-family residence should be ready with a script of questions, including "Who will take care of my personal property and belongings?" "Do I have to pack anything up and put it away?" "Will they need to paint or change anything, and if so will they put it back the way it was?"
- Questions from the landlord for a multitenant commercial property will be different but no less numerous:
 - "What do the tenant leases say about this?"
 - "Do I need to inform my mortgagor and/or seek their consent?"
 - "Should I let my insurance carrier or agent know?"
 - "Do I have to use the license fees or rental payments received to reduce or offset operating costs?"
 - "Will this interfere with my tenants' use of their premises or of the common areas?"
 - "Do I want my building's or project's name published or displayed in the film?"
- It's critical that property owners appreciate filming's legal landscape and work with experienced counsel to reach a location release agreement that gets a thumbs up.

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