

## AGREEMENT FOR FILMING AT HOTEL

We, (insert name of production house/company) hereby acknowledge and agree that the Specific Terms together with the General Terms set out below (together the “Agreement”) confirm the conditions on which Hotel agrees to make available to us the location detailed below for the purposes of filming scenes for (insert name of film).

### SPECIFIC TERMS AND CONDITIONS

1. Premises: Hotel, located at .....
2. Location:
3. Shooting Date:
4. Location Fee:

*Please confirm your acceptance of the Agreement by returning 2 copies of this Agreement to the Hotel no later than 2 days before the Shooting Date.*

Yours sincerely,

\_\_\_\_\_  
For and on behalf of (insert name of Production Company)

**PRINT NAME:**

**DATE:**

**STAMP:**

Accepted and Agreed by the Hotel Management

**General Manager, Hotel**

**DATE:**

**STAMP:**

## GENERAL TERMS AND CONDITIONS

### 5. Agreement

This Agreement comprises the Specific Terms and Conditions and these General Terms

### 6. USE OF THE Location

6.1 **Hotel** hereby grants (insert name of Production Company) a permit to access and shoot footage of **the (insert location)**, on the **(insert date)**, for the purposes of recording scenes for the Video Project/film.

6.2 (insert name of Production Company) acknowledges that the **(insert location)** is being used as a public area and has not been designed, and shall not be adapted, for the purposes of filming. The **Hotel** gives no warranty that the Premises is fit for filming and/or any other purposes for which it is used by the (insert name of Production Company) in accordance with this Agreement.

6.3 (insert name of Production Company) shall make its own investigations and satisfy itself that it can undertake filming on the Location without causing any danger or harm to the Premise and/or any member or guests of the Hotel.

6.4 (insert name of Production Company) (and all its personnel) shall at all times whilst at the Premises:

- (a) follow promptly and courteously the directions of **the Hotel's** staff regarding access, supplies, parking, movement of vehicles, obstruction, and power cables;
- (b) safeguard and keep free from damage any of the buildings, spaces including the walls, flooring, ceiling, and other items in and about the Premises;
- (c) safeguard and keep free from damage any merchandise, items or objects on display or held in custody at the Premises and/or Location; and
- (d) observe any site procedures relating to use of the Location and/or Premises as reasonably required by the **Hotel**.
- (e) not smoke in any area of the Premises other than the location designated by **Hotel** as a smoking area.

### 7. **Hotel** Equipment, Store Items and Facilities

7.1 (insert name of Production Company) (and all its personnel) shall not unless permitted by the **Hotel** use any Back of the House facilities, Audio / Video

Engineering Equipment, Store Items, nor record any **Hotel** admin offices, and Back of the House areas.

## 8. Rights/CREDITS

- 8.1 (insert name of Production Company) shall own exclusively the copyright and all other rights in the photography, filming and recording under this agreement (Recordings).
- 8.2 (insert name of Production Company) shall credit the **HOTEL and Cristal Viewz Bar & Grill**, in the Film as the source of the Location.
- 8.3 (insert name of Production Company) hereby grants the HOTEL a copy and permission to use the footage filmed of the (location) on the (insert date of shooting) or any of its internal purposes.

## 9. FOI

- 9.1 (insert name of Production Company) acknowledges that **HOTEL** is subject to the requirements of the **Abu Dhabi Tourism & Culture Authority (TCA Abu Dhabi)** and of the **Abu Dhabi Civil Defence** and shall provide all necessary assistance as reasonably required by **HOTEL** to enable **HOTEL** to comply with the said **Abu Dhabi Government institutions**. (insert name of Production Company) agrees to provide any such assistance to **HOTEL** within 3 working days of any request made by **HOTEL** under this Clause.
- 9.2 The **HOTEL** shall endeavour to consult with the (insert name of Production Company) team should the disclosure of information relating to this Agreement be requested under the provisions of the said **Abu Dhabi Government institutions**. However, the (insert name of Production Company) acknowledges that **HOTEL** shall be responsible for determining, at its absolute discretion, the scope of any information to be disclosed and whether any exemption should apply, and the (insert name of Production Company) agrees to comply with any such decisions taken by **HOTEL**.

## 10. Assignment

Neither party shall be entitled to assign, in whole or in part all or any rights granted under this agreement to any third party without the other party consent which shall not be unreasonably withheld.

## 11. Company indemnity

(insert name of Production Company) agrees to indemnify, and keep indemnified the **HOTEL** in full against any loss, damage or expense relating to the Location & Premises and/or any personal injury or death to any person

resulting from an act or omission by the (insert name of Production Company) and/or its agents or employees in connection with (insert name of Production Company) use of the Location and/or Premises under this agreement.

## **12. Term and Termination**

- 12.1 Unless terminated earlier pursuant to clause 12.2 this Agreement shall expire on the Shooting Date once the filming agreed in accordance with this Agreement is completed by the Production Company.
- 12.2 Either party may terminate this Agreement for convenience with at least 24 hours prior notice.
- 12.3 On termination or expiry of this Agreement:
  - (a) **The rights granted to the Production Company under Clause 6.1 shall immediately cease;**
  - (b) **Clauses 6.2, 6.3, 8.1, 8.2, 11, 12.3, 13.2 shall survive termination or expiry of this Agreement and shall continue in full force and effect.**

## **13. Miscellaneous**

- 13.1 This agreement may be executed in two counterparts (which may be transmitted by fax or by electronic transmission in either Tagged Image Format Files ('TIFF') or Portable Document Format ('PDF') or the equivalent), each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument, but this agreement shall not be binding upon the parties until it has been signed by both parties.
- 13.2 **Local law** shall apply to this agreement (including non-contractual obligations arising out of or in connection with it) and the parties shall submit to the exclusive jurisdiction of the **Local Courts** in respect of any dispute or claim arising out of or in connection with this agreement (including non-contractual disputes or claims).
- 13.3 This Agreement shall form the entire agreement between the parties.
- 13.4 Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that Party's rights under this Agreement.