

PREMISES RELEASE

Name of Location: _____

Program/Event:: _____

Address: _____

Phone/Fax/Email: _____

Date: _____

Permitted Hours of Taping: _____

_____, the owner of the above-referenced location ("I", or "Owner") hereby irrevocably grants to Sun Seeker Film & Media Inc and its directors, officers, parent, subsidiaries, licensees, successors, assigns, agents, contractors and those for whom they are acting on behalf of, including _____ (collectively, "SUNSEEKER"), its consent and the absolute, unrestricted right and permission to: (i) use, photograph, cablecast, videotape and record (hereinafter the "Recordings") the location identified above, including any signs, displays, names, identifying marks, slogans, posters, album covers, artwork and designations and the like appearing thereon together with the trademarks, logos and servicemarks identifying Owner and/or the above-referenced location (collectively, the "Premises") in connection with the above-referenced program/event (the "Program"), and (ii) copyright, record, reproduce, broadcast, distribute, edit, publish, exhibit, disseminate and use in any way throughout the universe and in perpetuity, the audio and/or visual portions of any videotape, film, pictures, negatives, prints, stills, or promotional materials made in connection with the Program which have the Recordings incorporated and feature the Premises, and any reproduction thereof, for use through any medium or media now known or hereafter devised including, but not limited to, theatrical release, home video release (whether by cassette, laser disc, DVD or other means), television (whether by free, pay, pay-per-view, cable, broadcast, video on demand, near video on demand, interactive, satellite or community), the internet, CD-Rom and other interactive means and for advertising, publicity, promotion, trade, programming or any other lawful purpose whatsoever related thereto. Such right and permission shall be exercisable, in whole or in part, at the sole discretion of SUNSEEKER and in connection with SUNSEEKER's related programming services.

Owner agrees to waive any right that it may have to inspect or approve any finished product, derivatives thereof, or any other subsequent uses made of the Recording or Program by SUNSEEKER pursuant to this Premises Release. I further waive any right of action whatsoever against SUNSEEKER (including the right to seek injunctive relief of any kind) arising out of SUNSEEKER's use of the Premises and SUNSEEKER's exercise of the rights granted herein. Neither I nor any other party now or hereafter claiming an interest in the Premises or interest thereto shall have any right of action against SUNSEEKER or any other party arising from or based upon reproductions made hereunder, whether or not such use is or is claimed to be defamatory, untrue or censorable in nature. SUNSEEKER agrees that it will not edit or utilize any of the footage or accompanying audio in a manner which is derogatory to Owner or the Premises or likely to present Owner or the Premises in a negative light.

I represent and warrant that: (i) the Premises is maintained in compliance with all federal, state, and local laws, rules, regulations, codes and ordinances; (ii) the Premises has a valid occupancy certificate; (iii) the use of the Premises as contemplated herein shall not violate any applicable ordinance, zoning restriction, or other law or regulation; (iii) the Premises is free of latent defects or illegal conditions of which I know or should be aware except those of which I have notified SUNSEEKER in writing; (iv) I have fully disclosed any Premises damage, non-functioning appliances, utilities, etc. which will or might interfere with or impair SUNSEEKER's use of the Premises and/or production of the Program; and (v) there are no outstanding contracts or commitments of any kind which conflict with this Premises Release or may limit, restrict or impair SUNSEEKER's use and enjoyment of the Premises or the rights granted to SUNSEEKER hereunder. I agree to indemnify, defend and hold SUNSEEKER harmless from and against any claims arising out of any alleged breach or breach of my representations and/or warranties herein. SUNSEEKER represents and warrants that SUNSEEKER is in compliance with all federal, provincial, and local laws and has all required filming permits to film in the state. SUNSEEKER will not conduct any illegal activities on Owner's Premises (e.g. pornography). SUNSEEKER shall use its best efforts to prevent damage to said Premises, and will indemnify and hold Owner harmless from any claims and demands of any person or persons: (i) arising out of or based upon personal injuries, death or property damage suffered as a direct result of SUNSEEKER's gross negligence during its use of the Premises; or (ii) resulting from the breach of this agreement or the unauthorized use of the Recording, including, without limitation, claims by individuals whose likeness appear in the Recordings.

I recognize the need for strict confidentiality with respect to the subject matter of this Premises Release and with respect to the Program format and all other contents of the Program and I agree that I shall not disclose any such information to any person or entity. In recognition of the need for strict confidentiality, I agree that SUNSEEKER will be entitled to injunctive relief to prevent any disclosure of any such information.

SUNSEEKER agrees to maintain liability insurance and, upon request, to provide Owner with a current certificate of insurance confirming coverage. SUNSEEKER agrees that this release may not be transferred to any third party. Owner agrees that there is adequate insurance coverage to cover the Premises and its contents and General Liability Insurance policy with a limit of not less than the value of the Premises at One Million Dollars (\$1,000,000.00). The Premises insurance policy shall include a provision stating that the insurance shall be deemed primary insurance covering any claim or claims arising out of or in connection with the Premises, except for any claim or claims in connection with SUNSEEKER's production activities on the Premises.

The undersigned representative of Owner warrants that: (i) s/he is the owner and/or authorized agent of the Premises, (ii) s/he is fully authorized to grant the permissions and rights herein granted, (iii) s/he is 18 years of age or older, (iii) s/he will indemnify and hold SUNSEEKER harmless from and against and claims challenging the authority of the undersigned to grant such rights. Further, the undersigned Owner representative acknowledges that s/he has read and understands this Premises Release prior to signing it and agrees to the terms herein. This Release may be executed in one or more counterparts by manual or facsimile signature, each of which shall be deemed an original. By signing in the spaces indicated below, I agree to the aforementioned and agree to be bound hereby.

IN WITNESS WHEREOF, I have caused this Premises Release to be duly executed effective as of the date and year indicated below.

Print Name: _____

Date: _____

Signature: _____

Title: _____