



## Location Agreement

entered into by and between

**Factory 209 (Pty) Ltd, acting on behalf of Stellenbosch University (SU),**

**via the SU Central Events and Conferencing Office (CECO),**

with physical address, Second Floor, Langenhoven Centre, 1 De Beer Street, Stellenbosch, Western Cape,  
(hereinafter "**Location Owner**")

and

Full name:		
Registration/identity number:		
VAT number:		
Physical address:		
Billing address:		
Telephone:		
Email:		
Primary contact person:	Name:	
	Cellular phone:	
	Email:	
Secondary contact person:	Name:	
	Cellular phone:	
	Email:	

(hereinafter the "**Production Company**")

The particulars of this agreement shall be as follows:

<b>Event</b> (Name and description)	See Annexure A
<b>Hired Period</b> (Dates and times)	See Annexure A
<b>Location</b> (venue, facilities, other)	See Annexure A
<b>Intended use</b> (description of use for Location)	See Annexure A
<b>Maximum attendees listed per day</b> (including participants, crew, service staff, suppliers, etc)	See Annexure A
<b>Location/Facility capacity</b>	See Annexure A
<b>Equipment and contractors</b> (if any) (equipment/instruments and/or services which may be provided or procured by the production company or its own contractors as approved pursuant to the Booking Form)	See Annexure A
<b>Additional services</b> (third-party services procured on behalf of the production company by Factory 209)	See Annexure A
<b>Minimum public liability and property cover/insurance</b>	See Annexure A

Payment details		
<b>Total Location Fee</b> (including VAT)	See Annexure A	
<b>Deposit amount</b>	% of Total Fee	___%
	Amount in Rand	
	% refundable	___% if cancelled ___ days before event
	Due date	
<b>Balance of total Location Fee due date</b>		
<b>Damage deposit</b>	Amount in Rand	
	Due date	
<b>Nominated bank account details</b>	Account holder	Factory 209 (Pty) Ltd
	Account number	62801516652
	Name of bank	FNB
	Branch	Stellenbosch
	Reference	Event name & date
<b>CECO Contract reference number</b>	<b>(for office use only)</b>	

By signing below, the Production Company confirms it has fully read, understands and irrevocably offers to enter into and be bound to the terms of the agreement set out on this/these covering page(s) (hereinafter "**Cover Page**"), the Location Booking Application Form as submitted by the Production Company to Factory 209 (hereinafter "**Booking Form**") and the attached standard terms (hereinafter "**Standard Terms**") (collectively hereinafter "**Agreement**").

**Where the Production Company is a juristic person, the individual who signs this Agreement on its behalf of the Production Company hereby agrees to bind himself or herself as surety and co-principal-debtor for the full, proper and prompt fulfilment in every respect of all the Hirer's obligations in terms of this Agreement, and to that end hereby renounces the benefits and legal exceptions of excussion and division, as acknowledging he or she understands the meaning and effect of such renunciation.**

**For: The Production Company, as defined**

**For: Factory 209, as defined**

.....  
Duly authorised

Name : .....

Capacity : .....  
and personally as surety

Date : .....

.....  
Duly authorised

Name : .....

Capacity : .....

Date : .....



## Terms and conditions

Version date: 6 May 2021

1. The location owner hereby grants the production company, its employees, independent producers, contractors, suppliers and the like, permission to enter and use the location for the use period of the production/filming, and for all other purposes in connection with the production/filming as set out in this agreement.
2. The production company agrees to hand back the location in the same condition as it is received. The production company will make good any damages reported within a period of 7 (seven) working days after completion of usage. The production company will make good damages within a period of 14 (fourteen) days of having received notice from the location owner.
3. The location owner further gives the production company the irrevocable right to exhibit, advertise and promote the production by means of audio and video reproductions. The production company is not entitled to use in the production the actual name and identity of the location and/or Stellenbosch University.
4. All rights concerning reproductions made by the production company of the location (whether photographic, audio, video, or the like) and the use of such reproductions shall rest exclusively in the production company.
5. The location owner's permission in terms of this agreement shall be only for the use period as stipulated. This period may be extended by the production company, subject to prior written approval by the location owner. Any extension granted will be further subject to a usage fee calculated at a pro rata rate of the agreed usage fee as stipulated above.
6. The Production Company shall comply fully with any reasonable instructions given by the location owner, as well as safety, fire, emergency and security procedures and applicable policies of the location owner with regard to its premises/location(s) and its resources.
7. The production company shall pay the location owner, the usage fee upon presentation of an invoice, **before** filming starts at the location. The production company may not commence its use of the location until the usage fee has been paid in full. In the event that the production company does not use the location, and cancels the agreement, the production company is liable to pay 50% of the usage fee as a cancellation fee. Should the production company cancel the agreement within 24 hours of the proposed dates as set out above, the cancellation fee shall be 100% of the usage fee.
8. The location owner hereby warrants that it has the right and authority to enter into this agreement and to grant the rights it grants to the production company in terms of this agreement.
9. This agreement constitutes the sole record of agreement between the parties in regard to the production company's use of the location for the production/filming, and no party shall be bound by any term, representation or the like which is not included in this agreement. No amendment to this agreement shall be binding unless reduced to writing and signed by or on behalf of each party.
10. Special conditions / scope of use:
  - The location owner has allocated dedicated parking for the production crew at \_\_\_\_\_ . The production company must organize their own parking bays outside the location and off street. The production company shall liaise with the municipality and get the necessary permissions from them should this be a municipal requirement.
  - No eating, drinking or smoking inside the buildings at any time. All areas are strictly a non-smoking area, and no food or coffees/drinks are permitted inside the venues at any time.
  - Lighting and monitors must be rigged in such a way that nothing is nailed or fixed in any way that may result in damage to the structure of buildings and/or any part of the facility.
  - Should any scaffolding be used, a certificate must be issued by the Production Company's engineer. Such certificate must be supplied to the location owner prior to the shoot.

- No heavy equipment for example cherry picker may be used at the location without written permission by the location owner.
- No nails, no drilling, no clamping without protection, no sticking or adhesion without prior permission in or outside any of the venues.
- The Production Company will provide the location owner with the cover page documentation of their insurance policy.
- The Production Company undertakes to repair any damages to the location inside or outside.

**PRODUCTION COMPANY TO COMPLETE INDEMNITY:**

The Production Company hereby indemnifies and holds harmless the location owner, and its officers, employees, agents or contractors against all claims, actions, losses, damages, liabilities or expenses arising out of or in any way related to or in connection with this agreement (which includes but is not limited to claims, actions, losses, damages, liabilities or expenses arising out of or during the abovementioned filming activities) and/or arising out of or in connection with any act or omission on the part of the Production Company, its employees or contractors.

The location owner, and its officers, employees, agents or contractors shall not be liable to the Production Company for any cost, claim, loss, damage or injury whatsoever that may arise from the Production Company use of the location(s).

The Production Company indemnifies the location owner for any loss or damage, which the location owner may suffer by reason of the Production Company's non-compliance with any legislation, regulations or by-laws.

The indemnification provided herein shall survive the termination of this agreement for whatsoever reason.

In the event that the location owner shall, without fault on its part, be made a Party to any litigation commenced by or against the Production Company, then the Production Company indemnifies the location owner and holds it harmless against all claims and shall pay all costs, expenses and legal fees (including without limitation attorney and client fees) incurred or paid by location owner in connection with such litigation.

Please fill in:

I acknowledge that the production company is insured for Public Liability to the sum of R\_\_\_\_\_ which covers both death or bodily injury, as well as physical loss of or physical damage to tangible property.

I further acknowledge and declare that I have full legal capacity to enter into and to give this indemnity.

**GENERAL**

The production company shall not be permitted to subcontract or transfer any right or obligation in terms of this agreement without the prior written consent of the University.

This agreement may be executed in separate counterparts which together shall constitute one and the same original signed agreement.



UNIVERSITEIT  
STELLENBOSCH  
UNIVERSITY

**Annexure A – Quote**



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**Annexure B – Location/facility rules**