

PRE-SHOOT LOCATION LEGAL CHECKLIST

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Use one checklist per filming location. Complete before signing any location agreement. Keep in your production binder alongside the signed agreement.

PRODUCTION AND LOCATION DETAILS			
Film Title		Location Name / Description	
Production Company		Location Address	
Producer		Filming Dates	
Date of This Checklist		Location Type	Private / Public / Commercial / Other

SECTION 1 — AUTHORITY VERIFICATION			
✓	Verification Item	Notes / Guidance	Document Name / Status / Date
<input type="checkbox"/>	Confirmed the grantor is the property owner, authorized agent, or authorized tenant with sublicensing rights	Ask to see proof — title, deed, lease, or written authorization	
<input type="checkbox"/>	Requested and reviewed proof of ownership or authorization to act on behalf of the owner	Title, deed, property tax records, or written POA	
<input type="checkbox"/>	If tenant: confirmed their lease permits sublicensing for commercial filming	Ask to see the relevant lease clause — do not rely on verbal confirmation	
<input type="checkbox"/>	If jointly owned: confirmed all owners are signing or one has documented authority to bind all others	Get all owner signatures where possible	

<input type="checkbox"/>	If mortgaged: confirmed no lender consent is required for commercial filming	Check loan documents or ask the owner directly in writing	
<input type="checkbox"/>	If HOA property: confirmed HOA rules permit commercial filming and no HOA approval is required	Get HOA bylaws in writing or written confirmation from HOA	
<input type="checkbox"/>	If public land: confirmed the correct government body is issuing the permit and has jurisdiction	City film office, parks dept, or federal agency depending on location	
<input type="checkbox"/>	If international or contested territory: legal review obtained confirming issuing authority has recognized jurisdiction	Consult entertainment attorney before signing for any complex territory	
<input type="checkbox"/>	Grantor has no pending disputes, litigation, or claims affecting the property or their authority to grant filming rights	Ask directly — confirm no third-party claims on the property	
<input type="checkbox"/>	Grantor has not previously granted conflicting filming rights to another production for the same dates	Ask directly — get confirmation in the agreement	

SECTION 2 — LOCATION AGREEMENT PROVISIONS

✓	Verification Item	Notes / Guidance	Document Name / Status / Date
<input type="checkbox"/>	Authority representation clause — grantor warrants they have the legal right to sign	Non-negotiable — must be in the agreement	
<input type="checkbox"/>	Property free and clear representation — no restrictions, easements, or third-party claims affecting filming	Non-negotiable — must be in the agreement	
<input type="checkbox"/>	Defined filming dates and times — all access periods specified	Include pre-production, principal photography, and post-production access	

<input type="checkbox"/>	Reshoot allowances defined — specific number of days or a defined request process	Agree this before signing — reshoots are common	
<input type="checkbox"/>	Scope of filming rights — what areas of the property are included and excluded	Be specific — include exterior, interior, grounds as applicable	
<input type="checkbox"/>	Right to depict the property accurately and fictionally in the finished film	Critical for distribution — must explicitly grant fictional depiction rights	
<input type="checkbox"/>	Distribution rights grant — worldwide, all media, in perpetuity	Must say 'all media' and 'in perpetuity' — time-limited grants create problems	
<input type="checkbox"/>	Right to use footage in trailers and promotional materials	Often overlooked — marketing needs are separate from the film itself	
<input type="checkbox"/>	Temporary alteration rights — set dressing, signage, modifications during filming	Define scope and restoration obligations at the same time	
<input type="checkbox"/>	Damage, repair, and restoration obligations — production's responsibility and timeline	Be specific about standard of restoration and who assesses damage	
<input type="checkbox"/>	Insurance provisions — production GL coverage confirmed, location owner named as additional insured	Certificate of insurance must be provided before filming begins	
<input type="checkbox"/>	Indemnification from production to location owner for claims arising from production's use	Standard in all location agreements	
<input type="checkbox"/>	Indemnification from location owner to production for pre-existing conditions at the property	Protects production from pre-existing hazards	
<input type="checkbox"/>	Confidentiality provisions — media, social media, third-party access restrictions	Essential for unreleased productions	
<input type="checkbox"/>	Non-interference obligations during filming period	Owner agrees not to disrupt production or allow others to do so	

<input type="checkbox"/>	Governing law and jurisdiction specified	Specify the law and courts that will govern — especially for international shoots	
<input type="checkbox"/>	Agreement signed by authorized party — not unsigned or initialed only	A signature by the correct party is the whole point	

SECTION 3 — INSURANCE

✓	Verification Item	Notes / Guidance	Document Name / Status / Date
<input type="checkbox"/>	General Liability Insurance policy in place before filming	Minimum \$1M per occurrence / \$2M aggregate — confirm with your broker	
<input type="checkbox"/>	Location owner named as additional insured on production's GL policy	Must be added before certificate is issued — not after	
<input type="checkbox"/>	Certificate of insurance issued and provided to location owner before filming begins	Get written confirmation they received it	
<input type="checkbox"/>	Workers Compensation Insurance in place for all paid crew on this location	Required in most states — confirm coverage applies at this location address	
<input type="checkbox"/>	Any specialized coverage required by this location obtained	Historic properties, waterfront, heights, pyrotechnics may require additional coverage	
<input type="checkbox"/>	Security deposit paid or arranged if required by location agreement	Document amount, payment date, and refund conditions	

SECTION 4 — INTERNATIONAL AND COMPLEX LOCATIONS

✓	Verification Item	Notes / Guidance	Document Name / Status / Date
<input type="checkbox"/>	Confirmed issuing government authority has internationally recognized sovereignty over this territory	If in doubt — get legal opinion before signing	

<input type="checkbox"/>	Assessed reputational, political, and legal exposure for the production associated with this location	Consider distributor and E&O insurer perspective	
<input type="checkbox"/>	E&O insurer confirmed they will cover footage from this territory	Confirm before filming — not at the E&O application stage	
<input type="checkbox"/>	Distribution agreements reviewed for any restrictions on locations with contested political status	Check rep and warranty sections of any existing distribution deals	
<input type="checkbox"/>	Local legal counsel obtained familiar with filming regulations in this jurisdiction	Essential for any non-US production location	
<input type="checkbox"/>	Location agreement governed by specified law and jurisdiction acceptable to US/UK distributors and E&O insurers	Avoid agreements governed solely by local law of complex territories	
<input type="checkbox"/>	Crew safety and security assessment completed for this territory	Beyond legal — production duty of care requires this	

SECTION 5 — POST-SHOOT CONFIRMATION

✓	Verification Item	Notes / Guidance	Document Name / Status / Date
<input type="checkbox"/>	Signed location agreement filed in production chain of title folder	Keep original — do not rely on digital copy alone	
<input type="checkbox"/>	Certificate of insurance on file alongside location agreement	Chain of title file should include both documents together	
<input type="checkbox"/>	Any damage documented and reported to location owner within agreed timeframe	Photograph condition on arrival and departure	
<input type="checkbox"/>	Restoration completed to agreed standard and confirmed by location owner in writing	Get written confirmation of satisfactory restoration	

<input type="checkbox"/>	Security deposit refund requested if applicable	Note refund conditions and chase if not received within agreed period	
<input type="checkbox"/>	Government permits filed with chain of title documentation	All permits go in the chain of title file — not just location agreements	
<input type="checkbox"/>	Location included in E&O application documentation package	All significant locations must be disclosed to E&O underwriter	

ADDITIONAL NOTES FOR THIS LOCATION

Record any outstanding issues, gap resolutions, or special circumstances relating to this location agreement.

This checklist is for educational purposes only and does not constitute legal advice. Location agreement requirements vary by jurisdiction, location type, and production. For production-specific guidance, consult a licensed entertainment attorney.

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