



So You Want Your House to be Famous? Pitfalls of Location Agreements

June 29, 2011 by Bob Tarantino

Tony Wong had an interesting article in last week's *Toronto Star*, the title of which gives an indication of how a reader is supposed to react to the possibility of having their house used for a film or TV project: "3 days rent for my Maple home? \$13,000". A hefty fee, plus she got to have her picture taken with Whoopi Goldberg. The same savvy homeowner even managed to get some nice perks built into her contract:

She even took the extra step of stipulating in her contract that her children be part of *Good Fences* as extras. For a party scene filmed in her dining room, her daughter wore a gold lame dress and her two sons wore tuxedos.

Lucrative payments, brushes with celebrity, bragging rights over having your house immortalized in film - all very enticing, but what should a homeowner think about building into the "location agreement" which they are going to be asked to sign by the producers of the project? Here is a list of considerations:

- security deposit - actual cash is always handy to have in hand when something breaks or is otherwise damaged
- pre- and post-filming inspections - the homeowner and an authorized representative of the producer should conduct inspections of the property, documenting the state of pre-filming conditions and identifying any pre-existing damage so that the possibility of disputes over what was or was not damaged by the film crew is minimized
- scheduling - homeowners will want to specify the date(s) and time(s) when film crews are entitled to enter onto the premises and do their filming; extra time should come at an extra cost
- power/utility costs - running klieg lights and providing bathroom facilities for dozens (or hundreds) can add a serious chunk of change to monthly hydro bills - homeowners may want to consider requiring the producer to provide their own source of power generation, portable washroom facilities or otherwise taking responsibility for power costs
- cleaning - most houses aren't designed or equipped to accommodate the constant stream of personnel which accompany a film shoot - homeowners will want to ensure that cleaning up after themselves is an express obligation of the producer
- insurance - getting added as an additional insured on the producer's insurance policies should be explored (and homeowners should also check with their own insurance broker to make sure that the commercial activity involved in filming does not somehow void the homeowner's insurance)



- movement of objects - if the filmmakers will be moving objects, or altering structural elements (maybe your kitchen island will block the cameras), removal and restoration should be specifically spelled out in the contract
- on-screen credit - if it's given, it'll be in tiny print at the end of the credit roll, but it might be worth asking for
- condo corporation approval - if you live in a condominium, approval from the board of directors may be required (and we can't imagine they, or the property manager, will be thrilled about how many people are going to be trooping through the building's common elements)

There are other issues which can arise depending on the particulars of a film ("what do you mean you're going to be shooting off fireworks in the living room?") - having their lawyer review any location agreement should be a homeowner's priority.

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