



# KAIPARA

## Ngā Maunga Whakahii o Kaipara Ngahere Limited Location Agreement

1. The undersigned Licensor as owner of the premises described herein (or as authorised agent for such owner) irrevocably grants to \_\_\_\_\_ ('Producer'), and any agent, licensee and/or assignee ('Successor') of Producer, the exclusive right and licence to enter, occupy, use and photograph (including without limitation by means of motion picture, still or video device photography) both the real and personal property located at the premises generally described as follows:

<b>Property address for filming</b>	<b>Woodhill Forest, South Kaipara Peninsula</b>
<b>Contact name</b>	
<b>Filming areas</b>	

2. Referred to hereunder as the ('Premises') in any manner whatsoever as permitted under the local district plan and New Zealand statute including the right to photograph and record on the Premises, the right to refer to the Premises or any part thereof by any fictitious name, and the right to attribute any fictitious events as occurring on the Premises, together with access to and egress from said Premises over those parts of Licensor's property that are necessary to give access and egress to the Premises for such use with Producer's personnel and equipment including for the purpose of erecting and maintaining temporary motion picture sets and structures and/or recording sound for such scenes as Producer may desire.
3. The photographing / recording / use of any logos / signage / personnel / names associated with the Licensor and its parent company / related subsidiaries thereof or other agents / licensees requires the express permission of the Licensor.
4. Licensor warrants, represents and agrees that: (i) Licensor is fully authorised to enter into this Agreement; (ii) Licensor has the right to grant Producer the use of the Premises as described herein and to grant each of the rights herein granted; and, (iii) no further permission(s), consent(s) from, or payment to any other person or entity is necessary for Licensor to grant Producer the rights granted herein.
5. Producer may take possession of said Premises on:

	<b>Dates</b>
<b>Preparation</b>	
<b>Shoot</b>	
<b>Wrap</b>	
<b>Wet weather dates</b>	

6. Producer agrees to pay as rental for said Premises, and all charges to be payable as follows:

<b>Deposit</b>	50%
<b>Non-filming</b>	Up to half of the shoot rate
<b>Filming/Shoot</b>	\$ Dependant on the size and length of the production
<b>Permit</b>	\$75 + GST (one waived and accompanies location agreement)
<b>Guided recce fees</b>	\$60 per hour + GST (minimum of 2 hrs)



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<b>Vehicle fees</b>	\$5 per light vehicle movement, \$17 per heavy vehicle movement (refer to Shared Use Principles and Cost Recovery Protocols for Woodhill Forest)
<b>Security fees</b>	\$30.50 + GST per hour (public holidays at time and a half)

7. Special Conditions (if any):
  - a. **Current Public Liability insurance of no less than 5 million dollars, with statutory liability cover of not less than \$2 million.**
  - b. **All vehicles used in the forest have current third-party vehicle insurance of no less than 10 million dollars.**
8. Producer may at any time elect not to use the Premises in which case neither party shall have any further obligation hereunder. Payment for any recess, permits, filming or use until that time however will still be charged.
9. In the event Producer desires to photograph retakes or other scenes, and subject to availability of Premises, Producer may re-enter upon and use said Premises for such a period as may be reasonably necessary commencing at any time within twelve (12) months after completion of principal photography on this location, and in such event the above rental rate shall apply.
10. The Producer shall leave said Premises in substantially as good condition as when received by it, excepting reasonable wear and tear and use (please refer to Shared Use Principals and Cost Recovery Protocols) of said Premises for the purpose herein permitted: and Producer shall have the right to remove all of its sets, structures and other material and equipment from said Premises. Upon doing so the Licensor shall sign a release in the form required by the Producer. If there is a dispute as to whether there are any damages to the Premises caused by Producer, Licensor must first deliver to Producer a detailed list of those items and provide Producer with a reasonable opportunity to inspect the Premises to determine the need for repairs, if any.
11. Should the Producer wish to leave any sets, structures or other material and equipment on the Premises / with the Licensor, then it is encouraged to offer this, but acceptance is at the discretion of the Licensor.
12. The Producer shall be responsible for any liabilities, losses, claims, demands, costs (including without limitation outside attorneys' fees) and expenses (collectively, 'Claims') arising in connection with any breach by Licensee of this Agreement.
13. Licensor hereby grants Producer and its Successors the right to construct duplicates of the interior and/or exterior of the Premises (the 'Duplicates') and Producer shall own all right, title and interest in and to such Duplicates and shall have the right to use such Duplicates in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe (not including any signage belong to the Licensor).
14. However, the construction / duplication / photographing / recording / use of any logos / signage / personnel / names associated with the Licensor and its parent company / related subsidiaries thereof or other agents / licensees requires the express permission of the Licensor.
15. All rights of every kind in and to all photographs and sound recordings made hereunder in connection with use of the Premises by Producer (the 'Footage') shall be and remain the sole and exclusive property of Producer. Such rights shall include, without limitation, the perpetual and irrevocable right and license to use and re-use said Footage in connection with the Production and any other productions (including, without limitation, any television, motion picture, internet or other new media production) (collectively, the 'Productions') as Producer may elect, and in connection with advertising, publicising, exhibiting, merchandising, distributing and exploiting such Productions in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter



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known or devised in perpetuity throughout the universe. Neither Licensor nor any other party now or hereafter claiming an interest in the Premises and/or through Licensor shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of such Footage or Duplicates, whether such use is claimed to be defamatory, untrue or censurable in nature.

16. Neither Producer, nor its Successors shall be obligated to make any actual use of any Footage or Duplicates in the Productions or otherwise.
17. Prior to the Licensor exercising any remedies available pursuant to this Agreement or otherwise, Producer shall be given notice of a material default hereunder (if such default is curable) and accorded three (3) days [reducible to twenty-four (24) hours for exigent circumstances] to cure such default; provided that Licensor shall not be deemed to waive any claim for damages arising before, during, or after such cure period if such default is not cured by Producer. Licensor acknowledges and agrees that the Premises may be a primary location for use by the Producer as part of the photography of the motion picture/television series and that any interference with the Producer's use of the Premises shall cause the Producer substantial monetary and other damage that cannot be adequately compensated in an action for damages. Licensor may not terminate or rescind the permission granted to Producer hereunder to use and photograph the Premises or construct Duplicates. In the event of any claim by Licensor against Producer, whether or not material, Licensor shall be limited to Licensor's remedy at law for damages, if any, and Licensor shall not be entitled to enjoin, restrain or interfere with Producer's use of (i) the Premises or the Duplicates as provided hereunder; (ii) the Footage as provided hereunder; (iii) the production, distribution, merchandising, advertising, publicizing, exhibiting or exploitation of the Productions (excepting any logos / signage / personnel / names associated with the Licensor and its parent company / related subsidiaries thereof or other agents / licensees).
18. Producer shall comply with the Health and Safety in Employment Act 2015 and any approved code of practice or regulations made under the Act and relevant to the activities of the Producer on the Premises. The Licensor shall advise the Producer of any health and safety risks on the Premises and all Producer's employees, contractors, agents or invitees will be advised of such risks by Producer before entering the Premises. The Producer shall accept, sign and adhere to the Licensor's 'Te Ngahere o Woodhill Procedures' health and safety document.
19. The Licensor warrants that to the best of the Licensor's knowledge the Premises are safe and suitable for all purposes intended hereunder. The Licensor does not guarantee suitability of land in any way.
20. Licensor agrees to cooperate fully with the Producer to provide as much assistance as possible with respect to the Producer's use of the Premises and its obtaining of any required consents, permits or licenses. The Producer shall be responsible for any / all council or local authority consents, permits, or licenses.
- 21.. For the purposes of this agreement, 'Confidential Information' means the existence of this agreement, the terms of this agreement, the permitted use under this agreement, the identity of the Producer and any other information concerning the Producer's business or activities whether made known to the Licensor by the Producer in the course of the negotiations of this agreement or observed or obtained by the Licensor during the Producer's occupation or use of the Premises. The Licensor will always treat the Confidential Information as confidential and secret. The Licensor will not disclose any Confidential Information to any person or corporation without the prior written consent of the Producer. The Licensor shall take all reasonable precautions necessary to maintain the confidentiality of the Confidential Information. The Licensor agrees to indemnify and keep indemnified the Producer against and to the extent of any damage, loss or expense incurred or suffered by the Producer as a result of the Licensor's acknowledging or being adjudicated to have failed to observe and perform the provisions of this clause.
22. If there is any dispute over the terms of this agreement between the parties, the Producer and the Licensor will agree upon an appropriate person to settle any dispute via an informal process of mediation. If the parties cannot despite their genuine endeavours agree upon a mediator then either party may apply to the president or vice president of



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the district law society where the Premises are situated for the appointment of a mediator. The mediator's decision will be final and binding on both parties.

23. If because of illness of actors, director, or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control (e.g. earthquake, terrorist act, tsunami, hurricane, tornado, fire, flood, labour dispute or action, etc.), Producer is unable to start work on the date designated above and/or work in progress is interrupted during the use of the Premises by Producer, Producer shall have the right to elect not to use the Premises or to use the Premises at a later date to be mutually agreed upon and/or to extend the period set forth in the Agreement.
24. The Producer confirms the right of the Licensor to advertise the fact that the Premises has been used for the permitted use by the Producer after the filming / photography has taken place, and to make use of any official, publicly available promotional material.
25. The Producer will acknowledge Woodhill Forest as a location and Nga Maunga Whakahii o Kaipara via credits in the production.
26. The Producer agrees to provide the Licensor with promotional material (especially anything associated with scenes shot on the Premises) for display by the Licensor after public release of the production (for example any of the following – posters, images / stills, promotional film clips, props and / or replica props).
27. The Producer will supply the Licensor with a suite (no fewer than 6) of 'off-set' photographs of the production making use of the Premises that the Licensor can use to promote that fact after the public release of the production.
28. The Producer (where able) will consider endorsing the Licensor as a merchandising agent to sell official merchandise associated with the production but is under no obligation to do so. The Licensor is likewise under no obligation to act as a merchandising agent for the production.
29. This agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except in writing and signed by each party.

**ANY MODIFICATION(S) OR CHANGE(S) TO THIS LOCATION AGREEMENT, WHETHER IN THE FORM OF INTERLINEATION(S) OR AN ADDENDUM, ATTACHMENT, EXHIBIT OR THE LIKE, SHALL BE INVALID, NOT BINDING AND OF NO FORCE OR EFFECT AND UNTIL (i) SUCH MODIFICATION(S) OR CHANGE(S) IS INITIALED BY, AND (ii) THIS AGREEMENT IS SIGNED BY, AN AUTHORISED REPRESENTATIVE OF BOTH PRODUCER AND LICENSOR.**

Licensor: \_\_\_\_\_ Date: \_\_\_\_\_

Location Manager: \_\_\_\_\_ Date: \_\_\_\_\_



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## Ngā Maunga Whakahii o Kaipara Ngahere Limited Location Agreement

<b>Date:</b>		<b>Name:</b>	
<b>Production Title:</b>			
<b>Type of Production:</b>			
<b>Production Summary:</b>			
<b>Production Company Name:</b> (Full, registered company name)			
<b>Office Address:</b> (Must include postcode)			
<b>Invoice Address:</b> (If different from above)			
<b>Office Phone:</b>		<b>Fax:</b>	<b>Email:</b>
<b>Location Manager:</b>		<b>Tel:</b>	<b>Email:</b>
<b>Production Manager:</b>		<b>Tel:</b>	<b>Email:</b>
<b>Producer:</b>		<b>Tel:</b>	<b>Email:</b>
<b>Director:</b>		<b>Tel:</b>	<b>Email:</b>
<b>Contact person on shoot days:</b>			<b>Mobile phone:</b>
<b>Public Liability Insurance:</b> no less than \$5 million with \$2 million statutory liability. <b>Third party vehicle insurance for fleet vehicles:</b> no less than \$10 million. (a copy of your current insurances must be produced prior to filming)			



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## **Declaration**

Organisers must comply with the conditions for the use of all venues and facilities. A set of standard conditions are attached for your information. Any changes or additions to these conditions are at the discretion of the permitting Licensor.

I (name) \_\_\_\_\_ on behalf of (production) \_\_\_\_\_

accept that the information given is true and accurate.

Signed:

Date:

## Invoice Details

Attention: (Name)

Company Name:

Email Address:

Physical Address

## Payment Details:

Reference: (Company name and details)

Due Date: (Prior to filming dates)

Payments to: ANZ Bank A/C 01-0137-0093594-01

Account Name: Ngā Maunga Whakahii o Kaipara Ngahere Ltd

GST# 114-068-357



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## Access Conditions

### Terms and Conditions

**Rubbish:** The dumping of rubbish is strictly prohibited. All rubbish must be removed.

**Fires:** Lightening of fires is prohibited. No smoking in the Forest. Dial 111 if you see fire in the Forest.

**Camping:** Camping is prohibited unless expressly permitted by this Permit.

**Hunting:** Hunting is prohibited unless expressly permitted by this Permit.

**Firearms:** Firearms are not permitted in the forest other than for authorised hunting or unless permitted by this Permit.

**Poison/Traps:** Poison and traps are used in the Forest. DO NOT touch any baits, lures, carcasses or traps. Dogs are particularly susceptible to poison. Ngā Maunga Whakahii o Kaipara accepts no responsibility for the effects of any poison.

**Firewood:** The cutting and commercial sale of firewood is prohibited. You must not cut log stacks.

**Trees:** You must not cut, fell intentionally damage, mark or remove any tree, shrub or other forest produce.

**Driving:** You may only use the vehicle expressed on your permit. Drive with lights on low beam at all times in the forest. Normal road rules apply (except speed limits) drive at a speed that suits the road conditions: Forestry roads are narrow with rough surfaces. Vision maybe obscured due to vegetation, dust, fog, blind corners. Some intersections are unmarked and not clearly visible. Park off the road. Do not block the road or gateways with your vehicle in any way. Walk towards the traffic.

**Hazards/Risks:** The permit holder acknowledges that the forest is a place of potential hazards and shall all proper care in exercising this permit including being responsible for those persons accompanying the permit holder. The permit holder agrees to enter the forest at their own risk and shall be solely responsible for those persons accompanying the permit holder. The permit holder releases to the full extent permitted by law the Trust employees and agents from all liabilities, fines and demands of any kind which may arise out of any incident, accident or injury occurring to any person or property in the exercise of this permit. Ngā Maunga Whakahii o Kaipara makes no representation whatsoever as to the suitability of the Forest for the purpose intended by the permit holder.

**Indemnity:** The permit holder shall indemnify Ngā Maunga Whakahii o Kaipara in respect of: (a) any loss, damage or injury to real property of Ngā Maunga Whakahii o Kaipara or its contractors, (b) any loss, damage or injury to the property of Ngā Maunga Whakahii o Kaipara or any person on the Land, (c) All claims or actions by any third party against Ngā Maunga Whakahii o Kaipara for any loss, damage, fines proceedings or injuries; where such loss, damages, fines or injury result arise out of the permit holder's presence (or those persons who accompany the permit holder) in the forest or from the permit holders use of the forest tracks and roads or the undertaking of the rights under this permit.

**Permit Requirements:** This permit must be carried at all times and produced on demand whilst the holder is within the Forest. This permit is not transferrable and maybe revoked at any time by notice given by or on behalf of Ngā Maunga Whakahii o Kaipara, either verbally or by public notice or by advertisement. The permit holder must comply with all reasonable directions issued by Ngā Maunga Whakahii o Kaipara personnel. The permit holder and those persons accompanying the permit holder shall not interfere with Ngā Maunga Whakahii o Kaipara activities in the forest or any person granted access to the forest by Ngā Maunga Whakahii o Kaipara. The permit holder shall not do anything or omit to do anything that may become or is an annoyance, nuisance, damage or disturbance to Ngā Maunga Whakahii o Kaipara land or other occupiers or owners of land adjoining the land. The permit holder shall only enter the forest along the access ways directed by Ngā Maunga Whakahii o Kaipara and shall not enter on those parts of the forest except as authorised on this permit. The permit holder shall be responsible for the actions of all persons accompanying the permit holder under the permit whilst in the forest. The permit holder shall immediately notify Ngā Maunga Whakahii o Kaipara or any damage to the forest area or any injuries to any person occurring within the forest.



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**Breach of Permit Conditions:** This permit will terminate immediately upon any breach of its terms. In the event the permit is revoked or breached, the permit holder and those persons covered by the permit shall immediately leave the Forest and shall not re-enter the Forest.

**Operations:**

- Head lights on when travelling on all forest roads
- Logging trucks always have right of way on forest roads
- Must alert all forest vehicles via RT (channel 69) when moving forest roads from point to point
- Do not block roads or gates, park off road
- Hi-viz and appropriate PPE gear to be worn at all times
- No smoking in the forest
- Must keep to 30 km speed limits on all forestry roads
- Take all your rubbish off site
- Be aware of all other forest users
- No access if the forest is experiencing extreme weather
- All vehicles accessing the forest must be fit for the terrain and be insured for \$10m liability insurance
- The Producer shall agree to abide by all rules of Ngā Maunga Whakahii o Kaipara comply with all Health and Safety obligations as per the Health and Safety in Employment Act 2015, assume all risks and to further hold harmless and indemnify Ngā Maunga Whakahii o Kaipara from all claims that result while working with and access in the property known as Woodhill Forest in accordance with the conditions perscribed in this agreement.
- I further agree not to divulge, use, communicate, photograph or otherwise compromise any operations or information observed or obtained in the course of exercising this agreement.

## STANDARD CONDITIONS FOR THE USE OF WOODHILL FOREST FOR FILMING

### GENERAL

**1. Schedule Changes:**

The Producer shall advise the licensor/ Ngā Maunga Whakahii o Kaipara as soon as possible of any proposed change to the nature of the activity, which shall be subject to the Licensor's approval as a variation of the activity permit.

**2. Permit Holder**

The Producer shall obtain all appropriate licences (e.g. building permits, special effects, temporary structures and marquees) prior to the activity.





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## Health and Safety Guidelines

### Forest Operation

Commercial Forest Operations which can operate 24 hours a day, 7 days a week. There are many heavy vehicles operating in the forest which can have the potential to create hazardous and/or dangerous situations. Please take extreme care at ALL times while in these forest environments.

The Health and Safety at Work Act 2015 places certain responsibilities on the Forest Company and the Forest Owner towards the people who are authorised to enter the forest. Ngā Maunga Whakahii o Kaipara will supply a list of generic hazards through the permit system.

In addition, where it is necessary and appropriate, Ngā Maunga Whakahii o Kaipara will carry out site operation specific hazard identification and control exercise with those persons required to have an Access Licence.

It is the responsibility of the Permit holder to ensure anyone accompanying them into the forest also meets the requirements of their organisation's health and safety guidelines set out here.

### Harvesting Operations

- \* Warning signs have been erected in areas where contractors are operating.
- \* You may not enter any area where these warning signs have been erected
- \* Access through these areas may be permitted if you comply with the Forest Company's requirements. You must have a Simplex 69 radio telephone channel with an automatic number identification attached to it and comply with all instructions on warning signs.

### Vehicles in the Forest

- \* You may only use the vehicle specified on your permit.
- \* Drive with lights on low beam at all times in the forest.
- \* Normal road rules apply.
- \* Drive at the posted speed limit or to the road conditions.
- \* Forestry roads are often narrow with rough surfaces.
- \* Vision may be obscured due to vegetation, dust, fog, blind corners.
- \* Some intersections are unmarked and not clearly visible.
- \* Walk towards the traffic

### Vehicle Parking

- \* Park off the road.
- \* Do not block the road or gate ways with your vehicle in any way.

### Safety

- \* Tell someone where you are going and when you are expected out of the forest.
- \* It is recommended that you carry a cell phone with you at all times while in the forest.
- \* Contact the POLICE 111 if you are concerned about the safety of someone you know is in the forest.

### Hunting

- \* Hunting is prohibited unless specified on the permit.

### Fire

- \* Do not light any fires
- \* Dial 111 if you see any smoke or fire in the forest

### Other

- \* Yes, we may be required to be in the forest after 5.30pm. Please advise of your after-hours log in and out procedure.
- \* Please attach a copy of your emergency procedures while in the forest in case of fire or accident.



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## ACCESS LICENCE HOLDERS ENVIRONMENTAL STANDARDS

The following environmental standards apply to all Access Licence/Permit holders on Ngā Maunga Whakahii o Kaipara Land.

### General

- \* The Permit holder is responsible for obtaining any resource consents necessary to carry out their operations/activity on Ngā Maunga Whakahii o Kaipara Land. All conditions of the resource consent(s) held by the Permit holder and or Ngā Maunga Whakahii o Kaipara must be complied with.
- \* Ensure that any restrictions identified on any maps (such as archaeological sites or riparian zones) are clearly understood and complied with.
- \* Water crossings shall not be installed without prior approval from Ngā Maunga Whakahii o Kaipara.
- \* Avoid causing damage to water control structures wherever possible. If damage to water control structures does occur it must be reinstated by the land preparation contractor on completion of that component of the operation or communicated to Ngā Maunga Whakahii o Kaipara representative if further work is required.
- \* Track construction or other earthworks shall not be carried out with prior approval from Ngā Maunga Whakahii o Kaipara (this excludes existing track maintenance)
- \* Where access is permitted, tracked or wheeled machinery shall not operate within 10m of a permanent waterbody without prior approval from Ngā Maunga Whakahii o Kaipara.
- \* Sediment runoff created by the activity should pass through a zone for trapping sediment prior to it entering a flowing stream or lake, of flowing onto a public road or neighbours' property.
- \* Vegetation shall not be removed or disturbed (except cutting back adjacent to existing tracks) without prior approval from Ngā Maunga Whakahii o Kaipara.
- \* The site must be kept free of rubbish. Other foreign material (broken equipment, waste oil etc.) must be removed regularly and before leaving the site.
- \* Any use of fuel, oil or chemicals must comply with HSNO or the appropriate industry Approved Guidelines at all times.
- \* Containers for the storage and use of any fuel, oil or chemicals must be secure from leaks and sited so that in the event of accidental spill, the liquid is contained.
- \* Known archaeological and cultural sites shall not be disturbed.
- \* If any possible archaeological or cultural sites are discovered, all activities within 30m of the site must be stopped and Ngā Maunga Whakahii o Kaipara notified immediately.
- \* Where a permit has been issued for the harvesting of non-productive species (e.g. flax, or ponga), the removal of other species is not permitted.
- \* Other Ngā Maunga Whakahii o Kaipara Environmental Standards which exist for activities that are not covered by these Standards may be issued by Ngā Maunga Whakahii o Kaipara where appropriate.
- \* If you cannot comply with these Environmental Standards notify Ngā Maunga Whakahii o Kaipara prior to commencing any work.