



LOCATION RELEASE AGREEMENT  
JOURNALISM

This Location Release Agreement is entered into by and between the New Mexico Spaceport Authority (“Authority”), an agency of the State of New Mexico and

\_\_\_\_\_ (“Photographer”), with registered address  
\_\_\_\_\_, collectively the “Parties”, expressing their specific mutual understanding regarding Photographer’s activities at and around certain designated Spaceport America property (“Premises”) for producing a journalistic publication  
\_\_\_\_\_ (“Publication”).

1. Authority hereby grants to Photographer permission to enter upon, and to film, photograph, reproduce, and use, the Premises for the purpose of preparing, rehearsing, photographing, filming and recording certain scenes for the Publication.

2. All rights of every kind in and to all films, tapes, photographs and sound recordings made hereunder (the “Footage”) shall be and remain vested in Photographer. Photographer shall have the right to use the Footage, or any part thereof, in the Publication, but only for journalistic purposes, in any and all media now known or hereafter developed, in perpetuity, throughout the world. Photographer must not use or sell the Footage for commercial purposes.

3. If any Footage is used in the Publication the Authority must receive credit as Spaceport America and if the location is identified must be Spaceport America, New Mexico, USA, Earth. Photographer must not assign this Agreement in whole or in part without prior written approval from the Authority.

Photographer must use reasonable care to prevent damage to the Premises and will indemnify and hold harmless the Authority for any personal injuries, death, or property damage arising from any negligent act or failure to act of Photographer arising from the use of the Premises.

4. This Location Release Agreement shall be governed by the laws of the State of New Mexico without regard to its conflicts of law provisions. All actions or proceedings relating, directly or indirectly, to this Location Release Agreement must be litigated only in the State of New Mexico First Judicial District Court located within Santa Fe County, and the Parties hereby subject to the jurisdiction of such court. This Location Release Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein and may not be amended except by a writing signed by the Party to be charged. The person signing below is authorized to bind its respective party to this Agreement.

PHOTOGRAPHER:

AUTHORITY:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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