

FILM LOCATION AGREEMENT

This agreement ("Agreement") is entered into as of **date** by Columbus, Georgia, a consolidated government ("Licensor") and (company) ("Producer") in connection with the **type of production, name of production**, (the "Picture").

In consideration of the payment of the sum of \$ dollar amount, the sufficiency and payment of which is hereby acknowledged, the parties agree as follows:

1. Rights Granted: Licensor hereby grants to Producer, its employees, agents, contractors and suppliers, and such other parties as it may authorize or designate, (collectively referred in this Agreement as "Producer"), subject to the approval of the Chief of the Columbus Police Department or the Sheriff of Muscogee County, Georgia, the right to enter and use the CCG owned grounds and facilities *and/or the right of way of certain county public roads known identified as Attachment A*, (collectively, the "Property") located in within the jurisdiction of Columbus, Georgia in connection with the Picture for the purposes of preparation, filming\photographing and\or recording, and wrap in connection with the making of the Picture.

2. Term: Use of the Property is permitted on the dates and times specified for each location listed on Attachment A for preparation, filming and clean-up work (the "Term"):

3. Use and Repair: *Producer shall have the authorization to close individual public streets and road at (specific locations and plans) during (dates and times) for filming, all located in Columbus, Georgia, as necessary for the Picture production. Producer acknowledges that Columbus, Georgia emergency services shall have the right to open the roads at any time to serve the public in the case of an emergency.* Producer agrees to leave the property at all Locations in as good order as when received by Producer, reasonable wear and tear excepted. Producer shall

repair any actual damages to the Property directly caused by Producer's use thereof, unless caused by or to the extent that Licensor contributes to such damages. In connection therewith, Licensor shall submit a written list notifying Producer of all claimed damages within ten (10) business days following Producer's vacating the Property and Licensor shall permit Producer to inspect the alleged damages. In the event that any actual and verifiable damages to the Property were caused directly by Producer's use thereof, Producer agrees to repair same.

4. Producer Representations and Warranties: Producer shall use reasonable care to prevent damage to the Property and agrees to release, acquit, and forever discharge, defend and indemnify Licensor, its employees, agents and assigns, from any liability whatsoever now accrued or hereafter to accrue on account of any and all claims or causes of action, of any kind, including, without limitation, for personal injuries, death, damage to property, loss of services, medical expenses, contribution, indemnification, worker's compensation, losses or damages of any and every kind or nature whatsoever, now known or unknown that may hereafter develop, arising from Producer's, or in any way related to Producer's presence, on the Property, except to the extent any claims or causes of action arise from the willful misconduct of Licensor, its employees, agents or contractors. Producer warrants that the undersigned is authorized to enter into this Agreement and bind the Producer.

5. Insurance. Producer hereby agrees to provide and maintain the following insurance coverage:

- (a) Comprehensive General Liability Insurance: Combined single limits including bodily injury and property damage with limits of \$1,000,000 for each occurrence, personal and advertising injury with a limit of \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates.

(b) Auto Liability: including owner, hired and non-owned vehicles with Combined single limits including bodily injury and property damage of \$1,000,000 for each occurrence.

(c) Workers Compensation: As required by law.

All of the above policies must be occurrence based, Columbus, Georgia Consolidated Government shall be named as an additional insured on all policies. The policies shall contain provisions that the coverage provided by said policies shall be primary to any insurance maintained by Columbus, Georgia. Said insurance shall in fact be primary to any insurance maintained by Columbus, Georgia. Said insurance shall also include products-completed operations coverage. A Certificate of Liability Insurance naming the Company as the insured and Columbus, Georgia as an additional insured is attached hereto as Attachment B.

6. Applicable Law: This Agreement shall be construed, controlled, and enforced in accordance with the laws of the State of Georgia. Any and all disputes arising out of or in any way related to this Agreement shall be submitted to the State or Superior Court of Muscogee County and the parties expressly consent to venue and jurisdiction therein.

7. Licensor acknowledges that, in the event of a breach of this Agreement by Producer or any third party, Licensor shall not have the right to enjoin the production, exhibition or other exploitation of the Picture or any other television program, motion picture or other production, or any subsidiary or allied rights with respect thereto. Notwithstanding the foregoing, in the event of Producer's material breach of the terms of this Agreement (for which Producer fails to promptly cure in full to Licensor's reasonable satisfaction), Licensor shall be entitled to seek injunctive or other equitable relief solely for the purposes of terminating Producer's activities on the Property or removing Producer from the same.

I have read and understand the requirements of this Agreement , and agree to abide by the same as well as any directions and instructions given by the official in charge of the Property at each location. I affirm that I represent the aforementioned organization or event and further affirm that the organization or event representative agrees to indemnify, defend, and hold the Columbus, Georgia Consolidated Government harmless in any claims or actions brought as a result of the Producer's use of the facility (facilities).

This Agreement shall be effective as of the date first written above and may not be altered except by a written instrument signed by both parties.

Executed this _____ day of _____, 20_____.

By:

(Producer)

Signature

Signed, sealed and delivered in the presence of:

Notary Public

My Commission Expires: _____

SIGNATURES CONTINUED ON NEXT PAGE

(Licensor)

Isaiah Hugley, City Manager

Attest:

Sandra T. Davis, Deputy Clerk of Council

Attachment A - Location List

<u>Location</u>	<u>Address</u>	<u>Dates Permitted</u>	<u>Times Permitted</u>