

FILM LOCATION AGREEMENT

(Amended October, 2017)

This agreement (“Agreement”) is entered into as of (date) by Coweta County, Georgia (“Licensor”) and (company) (“Producer”) in connection with the television show (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 Sheriff of Coweta County, Georgia, the right to enter and use the county owned facilities and/or the right of way of certain county public roads known as (locations and names of facilities/locations and names of roads), (the “Property”) located in unincorporated Coweta County, Georgia in connection with the Picture for the purposes of preparation, still photography, filming\photographing and/or recording, and wrap in connection with the making of the Picture.

2. Term: Use of the Property is permitted from the following dates and times for preparation, filming and clean-up work (the “Term”):

3. Use and Repair: Producer shall have the authorization to close individual lanes at (specific locations and plans) during (dates and times) for filming, all located in unincorporated Coweta County, Georgia, as necessary for the Picture production. Producer acknowledges that county 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 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 and all liability whatsoever now accrued or hereafter to accrue on account of any and all claims or causes or action, of any kind, including, without limitation, for personal injuries, 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 negligence or 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 general liability insurance with minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate and name Licensor as an additional insured. Said insurance shall be occurrence based and shall be primary to any insurance maintained by Licensor. Producer shall provide a Certificate of Insurance to the Licensor.

6. Applicable Law: This Agreement shall be construed 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 Coweta 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, distribution, promotion marketing, 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.

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I have read and understand the Film/Video Production Guidelines, Fee/Permit Schedule which are made a part of this agreement and incorporated herein by reference, and agree to abide by the same. 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 Coweta County harmless in any claims or actions brought as a result of the organization's or event representative'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 _____, _____ by:

(Producer)

(Licensor)

Signature

Event Services Director or
County Commission Chairman