

## LOCATION AGREEMENT

The undersigned grants to \_\_\_\_\_ (“Producer”) its successors and assigns, the right and license to enter upon, to make photographs (stills, film, tape or otherwise) and use for so-called “location” purposes \_\_\_\_\_ (hereinafter referred to as “the Property”) on \_\_\_\_\_ (including but not limited to reshooting) in consideration of the sum of \$1,000.00 per shoot day and no charge for wrap days, a \$25,000 (twenty-five thousand dollar) security deposit, payable to Dallas County before shooting occurs (provided that the Property is actually utilized), and provision of the insurance requirements as presented in Exhibit A attached hereto.

Producer’s use of the Property shall include permission to use the Property with any and all personnel, equipment and materials (including, without limitation, props and temporary sets) for the purposes of photographing scenes and making recordings, by any and all means, now known or hereafter devised, in the interior and exterior of the Property for use in connection with, or as part of, that certain television program entitled \_\_\_\_\_ and all other productions, including, without limitation, “making-of” and “behind-the-scenes” productions (collectively, the “Program”). If such photography is prevented or hampered by weather or occurrences beyond Producer control, it will be postponed to or completed at a mutually agreeable time without further compensation.

The rights granted to Producer herein include the rights to photograph, record, and use in any manner whatsoever any names and trademarks connected with the Property, and any signs, decorations, fixtures and furnishings located thereon, and any logos and verbiage contained on such signs, decorations, fixtures and furnishings, in connection with, or as part of, the Program, the right to refer to the Property, or any part thereof, by any real or fictitious name, the right to attribute any real or fictitious events as having occurred on the Property, and the right to reconstruct the Property or any part thereof as a set. The rights granted to Producer further include the exclusive right to use, and to license others to use, all of the photographs and recordings made hereunder in the Program, in the advertising, promotion and publicity therefore, and in commercial tie-ins and any merchandising or other commercial exploitation of the Program, in any and all languages, formats and media, now known or hereafter devised, throughout the universe, in perpetuity, without limitation or restriction of any kind, and without further payment of any kind. Producer shall be the sole, exclusive and perpetual owner of all right, title and interest in the Program, and any photographs and recordings made hereunder in connection with the Program pursuant to copyright and otherwise, without limitation (including all renewals and extensions of copyright therein).

The undersigned shall be limited to an action for money damages for any breach of this Agreement by Producer and the undersigned shall not be entitled to equitable or injunctive relief and in no event shall the undersigned be permitted to prevent or inhibit the broadcast, exhibition, distribution or other exploitation of any of Producer television photoplays, including but not limited to any episode of the television motion picture entitled \_\_\_\_\_.

The undersigned hereby represents and warrants that the undersigned is the owner or lessee of said Property and has the legal right and authority to grant the license herein contained.

Producer agrees to hold the undersigned harmless from and against any and all costs, fees, expenses and damages (except as may relate to negligence of the undersigned) which may arise in connection with Producer’s use of the Property as described herein. Producer shall leave the Property in the same condition as it was prior to Producer’s use hereunder, reasonable wear and tear, force majeure and the use permitted hereunder excepted.

The undersigned hereby releases Producer and its licensees, successors, assigns, all networks, stations, sponsors, and advertising agencies from any and all claims, demands, or causes of action which the undersigned, its heirs, successors or assigns may now have or hereafter acquire by reason of Producer photographing and using the photographs taken of the Property, including but not limited to all buildings

(exterior and interior), equipment, facilities and signs thereon. The undersigned understands this document and freely agrees thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement as of the date written below.

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

\_\_\_\_\_  
Name of Company or Individual

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

Title: Dallas County Judge

411 Elm Street, 2<sup>nd</sup> Floor, Suite 210  
Street Address

Dallas, Texas 75202  
City, State and Zip Code

75-60000905  
Federal I.D. Number

\_\_\_\_\_  
Name of Production Company or Producer

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Federal I.D. Number

## Exhibit A Dallas County Insurance Requirements

### INSURANCE:

Within ten (10) days after the effective date of this Agreement, Producer shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Producer shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Agent verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Agreement, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the term of the Agreement and each renewal period, if any.

1. The following minimum insurance coverage is required:

- (a) Commercial General Liability Insurance. Such insurance shall carry limits of One Million Dollars and No Cents (\$1,000,000.00) for bodily injury and property damage per occurrence with a general aggregate of Two Million Dollars and No Cents (\$2,000,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent Producers or such additional coverage or increase in limits specifically contained within the bid specifications.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from County.

- (b) Workers Compensation or self insured employee coverage meeting the acceptable requirements as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code.
- (c) Excess/Umbrella Liability. Such insurance shall carry limits of Two Million Dollars and No Cents (\$2,000,000.00) per occurrence with a general aggregate of Two Million Dollars and No Cents (\$2,000,000.00).
- (d) Third Party Property Damage. Such insurance shall carry limits of Two Million Dollars and No Cents (\$2,000,000.00).

2. Producer agrees that, with respect to the above-referenced insurance, all insurance contracts will contain the following required provisions:

- (a) Name Dallas County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers as additional insureds (as the interest of each insured may appear) as to all applicable coverage.
- (b) Provide for thirty (30) days prior written notice to the County for cancellation, non-renewal or material change, or ten (10) days for non-payment of premium.
- (c) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
- (d) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not

operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.

- (e) Provide for an endorsement that the other insurance clause shall not apply to the County where the County is an additional insured on the policy.
  - (f) Provide for notice to the County at the address shown below by registered mail.
  - (g) Each applicable policy of insurance shall contain a waiver of subrogation if required above under subsection 1, and Producer agrees to waive subrogation against County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers for injuries, including death, property damage, or any other loss.
3. Producer shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured coverage limits and in the event that an insurance company should deny coverage.
  4. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement.
  5. Except as otherwise expressly specified, Producer shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against County, whether by way of subrogation or otherwise.
  6. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference this Location Use Agreement for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Producer under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Facilities Management Department located at 500 Commerce Street, 9<sup>th</sup> Floor, Dallas, Texas 75202 at least three days prior to the start of any shooting authorized by this Location Use Agreement. Failure to provide the coverage specified under this Agreement, or to timely deliver the insurance certificates required herein, shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.
  7. All insurance coverage shall be on a per claim/occurrence basis unless specifically approved in writing and executed by the Dallas County Purchasing Agent and Risk Manager.
  8. All insurance required to be carried by Producer under this Agreement shall be acceptable to County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Producer. Nor shall the failure to provide required insurance coverage decrease the liability of the Producer for any claims or actions arising from the use permitted under this Agreement.
  9. Approval, disapproval or failure to act by the County regarding any insurance supplied by Producer shall not relieve Producer of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Producer from liability.
    - A. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire term of this Agreement, including any renewals or extensions. In addition to any and all other remedies County may have upon Producer's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses,

is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right terminate this Agreement.

11. Producer shall advise County in writing within twenty-four (24) hours of any claim or demand against County or Producer known to Producer related to or arising out of Producer's activities under this Agreement.
12. Acceptance of services by County shall not constitute nor be deemed a release of the responsibility and liability of Producer, its employees, associates, agents or Producers for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Producer, its employees, Producers, and agents.
13. Nothing herein contained shall be construed as limiting in any way the extent to which Producer may be held responsible for payments of damages to persons or property resulting from Producer's or its Producer's performance of the work covered under this Agreement.
14. Producer shall provide that all provisions of this Agreement concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
15. It is agreed that County shall deem Producer's insurance primary with respect to any insurance or self insurance carried for liability arising out of operations under this Agreement.
16. Producer shall notify County in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
17. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
18. The provisions of this Section shall survive termination or expiration of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.