

STATE OF GEORGIA
COUNTY OF FULTON

LOCATION AGREEMENT FOR

THIS AGREEMENT made and entered into this ____ day of _____,
20____ between the **Fulton County**, Georgia (hereinafter “Fulton County”), a political subdivision of
the State of Georgia, and _____ (hereinafter “Producer”).

(Name of production company)

WITNESSETH:

WHEREAS, the Fulton County Board of commissioners invites and encourages film and production utilizing Fulton County property provided that Fulton County’s primary responsibility to provide service and protection to the general public is not impaired and provided Fulton County is compensated for the time, labor and other costs associated with permitting the utilization of Fulton County property and facilities and provided Fulton County is indemnified from any responsibility arising from any injury, accident, destruction of property during the period as hereinafter set forth; and

WHEREAS, the Producer is desirous of using certain property and facilities of Fulton County for the purposes set out in Exhibit A attached hereto and by this reference incorporated herein:

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

A. Fulton County hereby grants Producer its employees, agents, contractors, subcontractors, suppliers, successors, assigns, and licensees permission to enter upon and use the property and to use the facilities set out in Exhibit B, by this reference incorporated herein (hereinafter the “Premises”), and all rights of every kind in every media to photograph, make sound recordings, reproduce (physically or digitally) and use same, in any manner known or unknown, whether accurately or fictitiously, for the purpose(s) of making still and motion pictures and soundtrack recordings of, on or about the Premises and to bring personnel and equipment onto the Premises and to remove same after completion of the work in a reasonable manner so as not to interfere with the ability of Fulton County or its employees to deliver service to the general public or otherwise conduct its business. Producer shall comply with Fulton County’s reasonable requests to move, alter or remove any equipment or facilities if Fulton County reasonably believes they are interfering with its ability to provide public service(s) or otherwise conduct its business. Producer agrees and covenants to coordinate fully the use of the Premises with Fulton County or its designee and to cooperate with Fulton County or its designee so that any unavoidable disruption of the normal functioning of the Premises shall be minimized. Producer agrees and covenants not to film or tape, go on, or use any other property or facilities of Fulton County without first obtaining written permission to do so. Producer acknowledges responsibility for obtaining all necessary

approvals for the use of any private property and Fulton County will not assume any responsibility for procuring and arrangements for the same. Producer and its successors and assigns shall own all rights of every kind in and to all still and motion pictures and soundtrack recordings made by Producer of, on or about the Premises hereunder, and the film programs currently entitled _____ (Name of Production _____ (the "Picture"), under copyright and otherwise, throughout the universe in perpetuity for all purposes and uses (including, without limitation, the production, distribution, exploitation, marketing, sale, exhibition, advertising and/or promotion thereof) in all media now known or hereafter devised.

B. Producer further agrees and covenants to take all necessary precautions to avoid causing damage (reasonable wear and tear excepted) to structures, buildings, equipment, grounds, wildlife and plants on the Premises. Producer agrees and covenants to remove all its equipment and facilities from the Premises by the end of the stated term of this Agreement, unless extended, and shall leave the Premises in as good condition as when received, reasonable wear and tear excepted. Temporary facilities may be removed at the election of Fulton County at the end of the term of this Agreement; provided that Producer is not in default, in which case the County can remove such temporary facilities as may be necessary before the end term of this Agreement. Producer agrees and covenants to do any and all clean-up necessary to leave the Premises in as good condition as when received, reasonable wear and tear excepted. Such clean-up shall include, but is not limited to, the following: (1) Returning all furniture to its designated places; (2) Removing all garbage and litter; and (3) Repairing, painting or replacing any broken or damaged walls, windows, doors, floors, ceilings, furniture, utilities or equipment. Producer shall return all keys to the property or facilities to Fulton County and shall obtain approval of the condition of the Premises and of a final inventory of all Fulton County property from Fulton County as part of the required clean up. Producer further agrees and covenants to pay a damage deposit as per Exhibit C (attached hereto and incorporated by reference herein) conditioned upon Producer accomplishing the necessary clean-up of the Premises and to compensate Fulton County fully for any damage (reasonable wear and tear excepted) to the Premises caused by Producer, its agents servants, employees, representative, subcontractors, or anyone acting at Producer's direction, in the event Producer fails or refuses to repair or replace the damaged item(s). Producer further agrees and covenants to pay an additional per diem holdover deposit in the amount of \$_____ conditioned on Producer's timely completion of the project as set out in Exhibit A. Producer agrees and covenants that if the clean-up work is not completed or any damage (reasonable wear and tear excepted) is done to the Premises, or if the project is not completed within the time referenced in Exhibit A, as much of the deposit as necessary to accomplish the clean-up or to compensate for such damage or compensate for such additional time shall be forfeited to Fulton County; provided, however, that such deposit does not constitute a waiver of Fulton County's right to recover the cost of any clean-up and/or compensation for damages done to the Premises or for such additional time exceeding the full amount of the deposit. In the event that some but not all of the deposits are applied to clean-up work or to compensate for damage, or for additional time taken for the

project, the balance not applied shall be returned to the Producer. Fulton County and Producer agree to jointly inspect the Premises prior to and following Producer's use, specifying in writing all existing damage, if any. Fulton County agrees to submit in writing within five (5) days of Producer vacating the Premises a detailed list of all property damage for which Fulton County claims Producer is responsible and shall permit Producer's representatives to inspect such damage.

C. Except to the extent solely caused by the willful misconduct Fulton County, or the sole willful misconduct or negligence of its officers, employees or agents, Producer hereby releases and agrees and covenants to indemnify, protect, defend and save harmless Fulton County, its officers, agents, and employees from any and all claims, demands, damages, or liability, including reasonable outside attorney's fees and costs, and expenses of every kind or nature, whether arising before or after the termination of this Agreement, reasonably incurred by Fulton County for any injury to, including the death of, any person(s) and any loss or damage to property, which injury or damage was in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Producer, its officers, employees, agents, contractors, subcontractors, suppliers, successor, assigns, licensees, agents, volunteers, or of anyone acting under Producer's direction or control or on its behalf in connection with or incidental to this Agreement.

D. Producer agrees and covenants to pay Fulton County the amount(s) set out in Exhibit C attached hereto and incorporated herein by this reference for the use of the Premises. In addition, Producer agrees and covenants to reimburse Fulton County for the actual and substantiated cost of all electricity and utilities used by Producer during the term of this Agreement.

E. The term of this agreement shall be _____ day(s) from _____ up through and including _____. The filming period is subject to change due to weather or changes in production schedule, but shall have a completion date no later than _____. Said term may be extended by written agreement between the parties hereto. In the event Producer desires to return to the Premises to shoot additional scenes or pick up shots of designated areas, Producer shall pay Fulton County such additional amount(s) as shall be agreed upon in writing by the parties.

F. Producer shall not photograph or record Fulton County officials, officers, employees or agents without first obtaining their individual written permission and Producer shall not depict Fulton County, its officials, officers, employees, agents and representatives in a manner as to portray foolishness, incompetence, evil, indifference or dereliction of duty on their part without obtaining the written authorization of Fulton County and the individuals concerned to do so.

G. Producer agrees and covenants to provide Fulton County with a certificate of liability insurance in not less than One Million Dollars (\$1,000,000.00), naming Fulton County as an additional insured.

H. Producer, its employees, agents, contractors, subcontractors, suppliers, successors, assigns, licensees, agents, volunteers, and anyone acting at Producer's direction, shall comply with all existing parking rules and regulations and may not post "no parking" signs on any public street.

I. Producer shall obtain all required or necessary authorizations, permits or certificates to undertake the filming or taping, including but not limited to business certificates and fire, police or animal permits and shall comply fully with the terms of any such certificates or permit(s).

J. Producer shall comply with all applicable laws and regulations, including but not limited to any child employment laws. Fulton County provides the Premises "as is." The County further states that to its reasonable knowledge the property has not been subjected to any environmental contaminations or remediations as defined under Federal, State or local laws.

K. This is the entire agreement between the parties hereto and they hereby acknowledge that they understand and freely agree to the terms set forth herein.

L. It is understood and agreed between the parties hereto that if any condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other such condition or provision.

M. A failure to initiate action as to any breach of this Agreement shall not be deemed a waiver of any right of action.

N. This Agreement shall be governed by the laws of the State of Georgia.

O. The undersigned each represent and warrant that they have the right, power and authority to enter into this Agreement and this Agreement shall be binding upon the parties and their respective successors, licensees and assigns. Fulton County represents that it owns the premises and is authorized to grant Producer the limited license to enter and use the Premises as set forth in this Agreement.

P. Producer agrees and covenants not to enter into any other agreements, either orally, or in writing, with any Fulton County employee with regards to the Premises, except as authorized herein or as authorized in writing by Fulton County. Producer further agrees and covenants not to employ in any manner whatsoever, or give anything of value to any Fulton County employee, other than fees specified herein, without the express written permission of the Fulton County. Producer, its successors, assigns and licensees, agrees and covenants that its officers, agents, servants and employees shall have no Civil service status, pension, insurance benefits or tenure of any kind as an officer or employee of Fulton County and shall not be employees of Fulton County.

Q. Producer acknowledges that, as a public entity, Fulton County is bound by certain laws and regulations regarding public disclosure. Fulton County acknowledges Producer's interest in maintaining confidentiality regarding the Picture and its production. Accordingly, except to the extent required by municipal,

state or federal law, statute or regulation, Fulton County shall not disclose any confidential and/or proprietary information of Producer (including, without limitation, activities of the cast and crew), or authorize any photography, the publication of any news story, magazine article, blog, “tweet,” online posting or other publicity concerning the Picture or Producer.

R. Ability to Cure. Prior to Fulton County 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 to cure such default.

S. Remedies. Fulton County shall not have any right of action, including without limitation any right to injunctive relief against Producer or any other party. For the avoidance of doubt, in no event shall Fulton County have the right to enjoin the development, production, distribution, or exploitation of the Picture or other production or any advertising, promotion, publicity thereof, but may seek monetary damages in a court of proper jurisdiction..

(Remainder of Page Blank)

[Signatures on Next Page]

ACCEPTED AND AGREED TO:

FULTON COUNTY, GEORGIA

Producer

By: _____
County Manager or Designee

ATTEST:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

County Attorney

Director of Arts & Culture

Exhibit A

Description of the production, _____

By _____
(name of production company)

Location Manager: _____

Local Address: _____

Local Phone: _____ Local Fax: _____

Date(s) of Filming on premises indicated on Exhibit B:

Approximate time(s), a.m., p.m.: _____

Describe the nature, content of scene(s): _____
(please attach script excerpts)

Indicate the use of any firearms, animals, explosives, special effects or unusual scenes:

Indicate type of production (i.e. feature film, television movie, television series, commercial, other):

Total crew size: _____ Total extras: _____

Indicate on Site Production Auditor, Accountant: _____

Identify Publicist for production: _____

Publicist Phone: _____

Publicist Address: _____

Identify Liability Insurance Company: _____

Policy Number: _____



Agent: _____

Agent's Phone: _____
(include area code)

Policy expiration date: _____

Producer Signature/Printed Name

Location Manager Signature/Printed Name

Date: _____, 20____

Exhibit B

Description of the premises to be used in the production of

_____ by _____
(title of production) (name of production company)

Exact address of premises to be utilized: _____

_____ .

Identify all areas to be utilized, both common and private, in above referenced location(s). Include room/office number(s) and floor location(s) if applicable.

Indicate number and type of production vehicles to be utilized:

Identify parking requirements (indicate date(s), time): _____

Producer Signature/Printed Name

Location Manager Signature/Printed Name

Date: _____, 20__

Exhibit C

Invoice for Location Usage

1. Damage Deposit: \$ 10,000.00 (Refundable –Make this a separate check)
2. Per Diem Fee (Exterior filming \$ 1,500.00
3. Per Diem Fee (Interior filming): \$2,500.00
4. Per Diem Fee (Premium Locations – Government Center, Courthouse and Airport) \$1,000.00
5. Application Fee: \$150.00
6. Off-street parking for production vehicles: \$10 per space OTP and \$20 per space ITP

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Total Invoice: \$ _____ (\$10,000.00 to be refunded at conclusion of filming and clean up)

All checks payable to Fulton County

Remit to: Fulton County
Department of Finance
Suite 7001
141 Pryor Street
Atlanta, GA 30303

All invoices are to be paid in full (5) five working days prior to filming date(s) indicated in Exhibit A.

Producer Signature/Printed Name

Location Manager Signature/Printed Name

Date: _____, 20__