

“PREPARED FOR A PURPOSE”

Date: May 25, 2017

LOCATION AGREEMENT

Plum Borough School District (“Grantor”), in entering into this agreement (the “Agreement”) hereby grants to **Topanga Productions, Inc.** and its representatives, employees, contractors, agents, independent producers, officers and agents, (herein collectively referred to as “Producer”) and such other parties as it may authorize or designate, permission to enter upon, use, and by means of film, tape, videotape or any other method, to photograph the property, including the interiors and exteriors of all buildings, improvements, and structures thereon and the contents thereof, located at: Pivik Elementary School, 151 School Road, Plum, PA 15239 (the “Property”) in connection with the production of scenes for the above-referenced made for television movie, (the “Picture”), which permission includes the right to bring and utilize thereon personnel, personal property, materials, and equipment, including but not limited to props and temporary sets; the right to make mention of the Property within the context of the storyline of such Picture; the right to recreate the Property elsewhere, whether accurately or otherwise, for the purposes of photographing same; and the unlimited right to exhibit any and all scenes photographed or recorded at and of the Property throughout the world and in all media, now known or unknown. The undersigned hereby waives any and all rights of privacy, publicity, defamation, or any other rights of a similar nature in connection with the above.

1. The above permission is granted for one or more days as may be necessary, commencing on or about the 5th day of June, the exact date to depend on the weather and shooting schedule, and shall continue until completion of all scenes and work required on the Property in connection with the Picture. The permission herein granted shall include permission to re-enter the Property for the purpose of making added scenes and retakes, at the rate set forth below, on a pro-rata basis.

2. Producer, its successors, assigns and licensees shall own all rights of every kind in and to all video and sound recordings, motion pictures or photographs made, recorded and/or developed in and about the Property, in any and all media now known or hereafter devised or discovered, throughout the world in perpetuity, including the irrevocable right to use any such recordings, motion pictures or other photographs of the said premises and Property, including the name, logo or identification of said Property, in the advertising, publicity and promotion, of the Picture, and Producer’s productions, without further payment or permission of any kind. Neither Grantor nor any tenant or other party now or hereafter having an interest in the Property shall have any right of action against Producer or any other party arising out of any use of said photographs and/or sound recordings whether or not such use is, or may be claimed to be defamatory or untrue in nature, and Grantor, any tenant and any other party now or hereafter having an interest in the Property hereby waives any and all rights of privacy, publicity or any other rights of a similar nature in connection with Producer’s exploitation of any such photography and/or sound recordings.

3. In full consideration of the Grantor entering into this Agreement and for all rights granted to Producer hereunder, Producer shall pay Grantor the following sums:

Prep: 7 per day (\$125)
Shoot: 13 per day (\$1000)
Strike: 1 per day (\$125)
Hold: 8 per day (\$125)

TOTAL LOCATION FEE \$15,000.

4. Grantor acknowledges and understands that Producer is relying upon its consent and agreement herein contained in the preparation, production and exhibition of the Picture and this consent and acknowledgment is given to Producer as an inducement to proceed with such preparation and production on the Property.

5. Producer shall use reasonable care to prevent damage to the Property and will indemnify Grantor and hold Grantor harmless against any liability and loss which Grantor may incur by reason of the death or injury of any person or persons or property damage resulting directly from any act of negligence on Producer’s part in connection with use of the Property as provided hereunder. Producer shall provide Grantor, prior to the use of the Property, evidence of commercial general liability insurance with limits of One Million Dollars (\$1,000,000) adding Grantor as an additional insured party thereon.

6. Grantor hereby warrants that it has the full right and authority to make and enter into this Agreement and to grant the rights set forth herein; that the Property is not now represented by a location service or any individual in connection with the filming of motion picture photoplays or television Pictures; and that the consent of no other party is necessary in order to effectuate the full and complete permission granted herein.

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7. After Producer has completed its work at the Property, including all necessary restoration, if any, Producer shall be deemed to have fully and properly vacated the Property and shall be relieved of any and all obligations in connection with the Property unless Grantor, within five (5) business days after Producer leaving the Property informs Producer in writing of any damage to the Property and/or restoration not completed to Grantor’s satisfaction. Unless such timely notice is given to Producer, Grantor hereby agrees to promptly sign and deliver to Producer the release attached hereto as Exhibit A, and incorporated herein by this reference.

8. The rights and remedies of Grantor in the event of any breach by Producer of this Agreement shall be limited to Grantor’s right to recover damages, if any, in an action at law. In no event shall Grantor be entitled to terminate or rescind this Agreement or any right granted to Producer hereunder, or to enjoin or restrain or otherwise impair in any manner the production, distribution, or exploitation of the Picture, or any parts or elements thereof, or the use, publication or dissemination of any advertising, publicity or promotion in connection therewith.

9. Producer shall have no obligation to use the Property or include the Property in the Picture. If Producer elects not to use the Property for filming or any other purpose prior to Producer using the Property, which Producer shall have the absolute right to do, then Grantor shall not be entitled to any compensation, and thereafter the parties hereto shall be released from any and all of their respective obligations hereunder.

10. Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in The Commonwealth of Pennsylvania, before a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator’s award is based. The parties will share equally in payment of the arbitrator’s fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys’ fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this paragraph shall affect either party’s ability to seek from a court injunctive or equitable relief at any time to the extent same is not precluded by another provision of this Agreement.

ACCEPTED: GRANTOR

ACCEPTED: PRODUCER

Date: _____

Date: _____

By: _____

By: _____

Please Print Name

Please Print Name

Address

Title

City and State

Zip Code

Social Security Number or Federal I.D.

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EXHIBIT A

LOCATION RELEASE

Re: _____ (the “Picture”)

Ladies/Gentlemen:

In connection with that certain location agreement entered into between Grantor _____ (Producer) **Topanga Productions, Inc.** regarding the Picture, “Prepared for a Purpose”, the Producer was granted the right to enter upon Grantor’s property located at _____

(the “Property”) in connection with the filming of the Picture. Grantor acknowledges that Producer has fully vacated the property, without damage thereto, and/or has restored the property to Grantor’s satisfaction, and Grantor hereby releases Producer, its parents(s), subsidiaries, licensees, successors, related and affiliated parties and their officers, directors, employees, agents, representatives and assigns (individually and collectively the “Producer Indemnitees”), from any and all claims, demands, actions, causes of action, suits, contracts, promises, damages, judgments, obligations and liabilities of every kind which Grantor or Grantor’s successors and assigns, ever had at any time in the past, now has or hereafter may have against the Producer Indemnitees, whether known or unknown, due to any cause based upon, arising from or relating to the filming done by Producer utilizing Grantor’s Property.

Grantor and Grantor’s successors and assigns hereby waive any and all benefits and rights accruing by reason of the provisions of California Civil Code Section 1542, as presently in effect or hereafter amended, which now provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR”.

and also waive the provisions of all statutes and principles of common law, if any, of the State of __Pennsylvania__ that may govern this release and are comparable, equivalent or similar to Section 1542.

Very truly yours,

(Signature)

(Print)

(Date)