

MOVIE LOCATION AGREEMENT

This agreement is made between **THE CITY OF SHREVEPORT**, a municipal corporation of the State of Louisiana, appearing herein by and through its duly authorized agency, the **SHREVEPORT AIRPORT AUTHORITY** (Authority) and _____ (“Company”) as of this _____ day _____, 20__.

1. **PROPERTY**

“Property” shall mean certain real property located at 1550 Airport Drive, Shreveport, Louisiana 71107; or 5103 Hollywood Avenue, Shreveport, Louisiana, 71109.

2. **PERMISSION:**

The Authority hereby grants to Company, its successors, assigns, licensees, employees, agents, independent contractors and suppliers, all of whom are included in the term “Company” for purposes of entry onto the Property, permission to enter upon the Property. Entry onto the Property shall include, but not be limited to, entry with vehicles, equipment, sets and facilities as may be required during the course of production of a motion picture by COMPANY and incidental still of the interior and exteriors of the property and for making soundtrack recordings thereon all in connection with the production of said motion picture. Company understands, acknowledges and agrees that no entry or access shall be permitted in or to the Security Identification Display Area (SIDA) of the Property without the express consent of the Authority and subject to reasonable restrictions.

Company may remain on the Property for the purposes stated herein for a period of ____ (___) days commencing on _____ and continuing until _____. The Authority, if necessary, may upon Company’s reasonable request, grant consent or permission for use of the property prior or subsequent to the dates stated above, subject to the payment of additional fees computed on a pro rata basis with respect to the sums payable pursuant to Paragraph 3 of this Agreement however, Authority shall be under no obligation to do so.

If the illness of actors, director or other essential artists and crew, weather conditions or any other occurrence beyond Company’s control prevents Company from starting work on the date(s) designated above and/or interrupts work in progress during Company’s occupancy of the Property, Company shall have the right to use the PROPERTY at a later date to be mutually agreed upon and/or extend the occupancy period. Same shall apply to or in the event of damaged or imperfect film or equipment or due to the actions or neglect of Authority. Any such use shall be included in the compensation paid pursuant to Paragraph 3.

3. **FEES:**

As complete and full payment for the rights herein granted to Company, and provided Company actually does so enter and remain upon the Property, Company agrees to pay Authority the total sum of _____ (\$ _____) for the use of the Property for the purposes stated herein in accordance with the Schedule of Fees attached hereto and designed as **Attachment “A”**. In addition, any overtime accessed for Airport personnel shall be billed separately at the following rates as shown on Attachment “B”:

<u>Employee</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
Security Officers	_____	\$25.79	\$ _____
Maintenance Personnel	_____	\$24.93	\$ _____
Total Direct Salary			\$ _____
Labor and General & Administrative Overhead (1.5)			\$ _____
Total Personnel Cost			\$ _____

4. **INDEMNITY:**

Company agrees to indemnify, defend and hold harmless the Authority for all third party adverse claims for injuries and/or damage to persons and/or property (ordinary wear and tear excepted) resulting from Company’s occupancy and use of the Property. Company does not agree to indemnify and/or hold harmless the Authority for any claims for injuries and/or damage to persons and/or property resulting from the fault or neglect of Authority, its employees, agents, assigns and/or personal representatives.

Company agrees to leave the Property in as good order and condition as when received by Company reasonable wear and tear, force majeure, and use permitted herein excepted.

5. **AUTHORITY:**

Authority hereby warrants and represents that the right to use and occupy the Property is under the exclusive control of Authority and Authority has the full right and authority to enter into this Agreement and to grant the rights herein granted, and that no other permission is required with respect to the rights herein granted. Authority agrees to indemnify and hold harmless Company from all claims made against Company as a result of Authority’s breach of this provision of this Agreement or its representations and warranties mad pursuant thereto. Authority further agrees not to enjoin, restrain or interfere with the use of the Property or the footage as provided herein or with the advertising, publicizing, exhibition, distribution or exploitation of the motion picture or any of Company’s rights hereunder.

Authority grants all rights of every kind and nature whatsoever in and to all motion pictures, still and sound recordings made hereunder in connection with the use of the Property by Company. Said recordings made hereunder in connection with the use of the Property by Company, including without limitation, the perpetual and irrevocable right and license to use and reuse said

photography and/or sound recordings in connection with any purpose as Company shall elect, including, but not limited to, advertising, publicizing, exhibiting and exploiting of such, in any manner whatsoever, and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe.

Company shall have the right to photograph and record at, and to depict the premises, or any part thereof, in Company's discretion, using or not the actual name, signs and/or other identifying features of the Property. Company shall have no obligation to photograph or record at, or otherwise actually utilize the Property, or to use any photography or recording made at the Property. Neither Authority nor anyone claiming through Authority shall have any right, title or interest in or to Company's photography and recording at or on the Property, nor shall there be any restrictions or limitations upon Company's right to utilize such photography and recordings.

6. **INSURANCE**

Company shall obtain and maintain at its own expense the following types and amounts of insurance for the term of this Agreement:

A. **Commercial General Liability** – Company shall maintain commercial general liability insurance to protect from bodily injury and property damage with a minimum combined single limit for coverages A and B of \$500,000 per occurrence. The policy shall contain the following: (i) Blanket contractual liability coverage for liability assumed under the contract and all contracts relative to this project; (ii) Products and completed operations for the duration of the warranty period; (iii) Independent Production Company coverage; (iv) City of Shreveport listed as an additional insured, endorsement CG 2010; (v) 30 day notice of cancellation in favour of the City, endorsement CG 0205. Sub-contractors of all tiers shall maintain commercial general liability insurance with minimum limits of \$1,000,000 including products and completed operation, City as additional insured, 30 day notice of cancellation and waiver of transfer of recovery in favour of the City.

B. **Business Automobile Liability** - Coverage shall protect against all claims for bodily injury or property damage, covering all owned, non-owner and hired vehicles used in connection with the work including loading and unloading with minimum limits of \$100,000 per person and \$300,000 per accident. The policy shall contain the following endorsements in favour of the Owner; (i) Waiver of Subrogation endorsement; (ii) 30 day Notice of Cancellation Endorsement; and (iii) Additional Insured endorsement naming City.

C. **Workers Compensation and Employer's Liability** – Coverages shall be consistent with statutory benefits outlined by the State of Louisiana. Production Company shall maintain statutory workers' compensation insurance and employers' liability insurance with a minimum limit of \$1,000,000 bodily injury per accident, \$1,000,000 bodily injury by disease and \$1,000,000 bodily injury by disease each employee. Coverage shall include the following endorsements: (i) Waiver of Subrogation in favour of the City, Form WC 420304; (ii) 30 day Notice of Cancellation, Form WC 420601; and (iii) Any state endorsement. Sub-contractors of all tiers shall maintain same coverage, limits and endorsements.

All coverage provided herein shall be effective under an insurance policy or insurance policies

issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A.M. Best Company rating of B+VII of better. This rating requirement is waived on workers compensation only. Authority reserves the right to inspect any and all insurance policies required pursuant to this Agreement at any time. Proof that all coverage required by this Agreement exists shall be furnished to Authority by means of a Certificate of Insurance provided to Authority on or before commencement of use of the Property by Company. The said Certificate shall name Authority as an additional insured as indicated in subsections A and B above and shall include a provision that in case of cancellation or any material change in the coverage stated above, Authority shall be notified at least thirty (30) days prior to any such change or cancellation. Said provisions shall include cancellation for non-payment of premium.

Company and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against Authority, its officers, agents or employees and its insurance companies.

Company shall be responsible for compliance with all applicable safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during its use of the Property for the purposes stated herein. Company shall indemnify Authority for fines, penalties and corrective measures that result from acts of commission or omission by Company, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.

Authority shall give Company prompt notice in writing of the institution of any suit or proceeding and permit Company to defend same, and shall provide all needed information, assistance and authority to enable Company to do so. Company shall similarly give Authority immediate notice of any suit or action filed or prompt notice of any claim arising out of Company's use of the Property and shall furnish immediately to the Authority copies of all pertinent papers received by the said party applicable to this Agreement or Company's performance of same.

7. **ASSIGNMENT:**

Company may assign this Agreement, in whole or in part, at any time to any party as Company shall determine in its sole discretion. Authority may not assign any of Authority's rights and/or obligations hereunder to any other party at any time without prior written notice to Company.

8. **MISCELLANEOUS:**

- a. **CONFIDENTIALITY.** Authority hereby agrees not to disclose to any third party the terms of this agreement, including, but not limited to, the financial terms of this agreement or the name of the motion picture or the existence of the production, without the consent of Company, except if required by law. Authority further agrees that neither it nor any of its employees or representatives will divulge or make known to any person or entity any matters of a confidential nature pertaining to Company and/or its business operations, except if required by law.

- b. SEVERABILITY. Except as may be expressly provided to the contrary herein, each provision of this agreement shall be considered separate and divisible, and in the event that any such provision is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect without being impaired or invalidated in any way.
- c. NO OBLIGATION. Nothing herein contained shall in any way obligate Company to use Authority's services hereunder, to include the Property in the motion picture or to develop, produce, exhibit, advertise, distribute or otherwise exploit the motion picture.
- d. REMEDIES CUMULATIVE. Except as may be expressly provided to the contrary herein, the parties' various rights and remedies hereunder shall be cumulative and the exercise or enforcement of any one or more of them shall not preclude the enforcing party from exercising or enforcing any of the others or any right or remedy provided for by law.
- e. BINDING EFFECT. This agreement, and all rights and obligations hereunder, shall be binding on and inure to the benefit of the parties hereto and their respective agents, personal representatives, successors, licensees and assigns. This agreement shall not bind subsequent owners of the Property.
- f. PARAGRAPH HEADINGS. Paragraph headings are for the convenience of the parties only and shall have no legal effect whatsoever.

9. **AUTHORITY'S WARRANTY:**

Authority warrants that it has not entered into and will not enter into any commitment which will or might conflict in any way with Authority's contractual obligations under any provisions hereunder

10. **GOVERNING LAW AND VENUE:**

This agreement shall be construed in accordance with the laws of the State of Louisiana. It is further agreed by and between Authority and Company that any and all disputes whatsoever arising under, in connection with or incident to this Agreement, shall be litigated, if at all, before the United States District Court, Western District of Louisiana, or the First Judicial District Court, Caddo Parish, State of Louisiana.

Authority shall be limited to its remedies at law for damages, if any, and shall not rescind this Agreement, enjoin or restrain the production, distribution, advertising, telecast, exhibition or exploitation of the motion picture in any manner whatsoever.

AGREED AND ACCEPTED TO:

MOVIE COMPANY

CITY OF SHREVEPORT

SHREVEPORT AIRPORT AUTHORITY

("Company")

By _____
Title _____

("Authority")

By: Bill Cooksey
Title: Interim Director of Airports
Address: 5103 Hollywood Avenue
Shreveport, LA 71109
Tax I.D. No. 72-6001326