

FILM LOCATION AGREEMENT

This Agreement (“Agreement”) is entered into as of _____, 2022, by CARROLL COUNTY, GEORGIA (“Licensor” or “County”) and KIKI TREE PICTURES INC., a Georgia corporation (“Producer”) in connection with a motion picture production to be filmed by Producer (the “Picture”).

In consideration of the terms set forth herein, 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”), the right to enter and use the county owned facilities known as the portion of **Moore’s Bridge Park closed to the public, 618 Old Newnan Road, Whitesburg, GA 30185** (the “Property”) located in unincorporated Carroll County, Georgia in connection with the Picture for the purposes of preparation, filming/photographing and/or recording, and wrap in connection with the making of the Picture.

1A. **Recording Rights:** Notwithstanding anything to the contrary set forth in the Agreement, the following shall apply: All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Property by Producer shall be and remain the sole and exclusive property of Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Producer shall elect, and in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, 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. Neither Licensor nor any other party now or hereafter claiming an interest in the Property and/or interest through Licensor shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings. Licensor irrevocably grants to Producer and Producer’s successors and assigns the right, in perpetuity, throughout the universe, to duplicate and re-create all or a portion of the Property, to alter such duplicates and re-creations, and to use such duplicates and re-creations in any media and/or manner now known or hereafter devised in connection with the motion picture, including without limitation sequels thereto, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing. This Paragraph shall survive any termination of this Agreement.

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

PRODUCTION DATES/TIMES:

Filming 5/19/22 – 6/2/22 Time: 7AM -12 Midnight

Set-Up Begins on: /22 Time: 7AM - 7PM

Set-Up Completed on: 5/18/22 Time: 7AM - 7PM

Teardown Completed: 6/24/22 Time: 7AM - 7PM

3. Use and Repair:

(a) Subject to the terms of the subparagraphs set forth below, 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 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 by Producer's use thereof, Producer agrees to repair same. The County agrees to execute a location restoration release in Producer's favor upon Producer's reasonable request following restoration of the Property.

(b) The total number of Licensor personnel on site shall not exceed: **150**.

(c) The production equipment/vehicles used (including type and weight) shall be limited to: **shuttle vans, stake beds, base camp trailers / working trucks (type and weight to be approved by the County) and any other vehicles to be approved by the County.**

(d) Changes to County owned Buildings, Grounds or Vegetation shall be limited to the following: **Temporary improvements and changes described on attached plans to the old Moore house, vegetation (tall grasses) to be mowed (and permitted to regrow naturally), crop to be planted in the lower flood plain, gravel & crushed gravel on dirt roadsto make them more sturdy, create a 200' x 200' crushed gravel parking lot in the mulch dumping area of the large grassy hilltop, additional electric pole to be installed in the same area, temporary restoration of power inside the house without modifying outlets. Such work shall be performed as shown on the attached plans and drawings on Exhibit "A" (the "Plans"). Any changes not shown on the attached Plans or otherwise provided for herein must be approved by the County.**

(e) The County agrees to make the changes to the Property as set forth in Exhibit "B" hereto (each, a "County Project") prior to May 19, 2022 at Producer's expense, which the County has indicated shall remain on the Property after the completion of Producer's use thereof. The County shall be responsible for the work (including engaging the necessary contractor(s) therefor) associated with each County Project and Producer shall reimburse the County the amounts set forth in Exhibit "B" within ten (10) days after the timely completion of each such County Project by the County. Upon Producer's reimbursement of the amounts set forth in Exhibit "B", Producer shall have no liability whatsoever with respect to the County Projects, and the

County shall assume any and all risks and liabilities in any way associated with said County Projects.

(f) The County has requested that Producer leave certain changes to the Property “as-is” upon Producer’s completion of the work hereunder, as follows: (i) Painting the exterior of the old Moore house white and (ii) Removing the existing windows and doors and installing custom wooden windows and doors consistent with the original period of the old Moore house. As a condition precedent to Producer agreeing to leave said changes “as-is”, the County shall first execute the agreement in the form attached hereto as Exhibit “C” upon Producer’s completion of the work hereunder. Producer shall have no further liability whatsoever with respect thereto, and the County shall assume any and all further risks and liabilities in any way associated therewith.

4. The Parties’ Agreements, Representations and Warranties:

(a) 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 of action, of any kind, including, without limitation, for personal injuries, death, damage to property, loss of services, medical expenses, contribution, indemnification, worker’s compensation, losses or damages of any and every kind or nature whatsoever arising directly from Producer’s presence on or use of the Property, except to the extent any claims or causes of action arise from the gross negligence or willful misconduct of Licensor, its employees, agents or contractors and/or due to latent or patent defect and/or except as expressly set forth herein. Producer warrants that the undersigned is authorized to enter into this Agreement and bind the Producer.

(b) Company represents and warrants that: (i) it has the full right, power, and authority to enter into this agreement; and (ii) the Picture description as described herein is accurate; (iii) the Picture is not and shall not defame or be derogatory to the Property, the County and the County’s employees, commissioners, or agents (it being acknowledged and agreed that use of Property as set forth in the Film Permit Application and the depiction of the Property as a fictional place existing in the early-to-mid 1900s is in accordance with this subparagraph (iii) and is not defamatory nor derogatory); and (iv) the Picture does not suggest or imply County’s sponsorship or endorsement of or by, or association with, any third party, product, or service. County represents and warrants that it has the full right, power, and authority to enter into this agreement and to grant the rights herein granted. The County shall be fully responsible for any breach of its representations, warranties, and agreements hereunder and/or the County’s gross negligence or willful misconduct.

5. Insurance. Producer hereby agrees to provide and maintain the following insurance coverage:

(a) Commercial General Liability Insurance: Combined single limits including bodily injury and property damage with limits of \$1,000,000 for each occurrence, personal and advertising injury with a limit of \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates.

(b) Auto Liability: including owner, hired, and non-owned vehicles with Combined

single
limits including bodily injury and property damage of \$1,000,000 for each occurrence.
(c) Worker's Compensation: As required by law.

All of the above policies must be occurrence based. Carroll County shall be named as an additional insured on all liability policies. The policies shall contain provisions that the coverage

provided by said policies shall be primary to any insurance maintained by Carroll County, except for claims caused by the negligence or willful misconduct of Carroll County. Said insurance shall in fact be primary to any insurance maintained by Carroll County, except for claims caused by the negligence or willful misconduct of Carroll County. Said insurance shall also include products-completed operations coverage.

6. Applicable Law: This Agreement shall be construed, controlled, 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 Carroll County and the parties expressly consent to venue and jurisdiction therein.

7. Breach: 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, 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. Without limiting 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.

[Remainder of Page Intentionally Left Blank]

I have read and understand the County's Permit Requirements 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 Carroll 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 _____, 2022, by the undersigned.

(Producer)
KIKI TREE PICTURES INC.

(Licensor)
CARROLL COUNTY BOARD OF
COMMISSIONERS

By: _____
Name:
Title:

Chairman

Approved:
Carroll County Parks Department

Name:
Title:

Terms confirmed by:

John Latenser, Supervising Location Manager

EXHIBIT A
PLANS AND DRAWINGS

EXHIBIT B

WORK TO BE PERFORMED BY THE COUNTY AT PRODUCER'S EXPENSE (subject to the terms of the Agreement to which this Exhibit B is attached)

Project 1

200ft x 200ft x 6 inches GAB – Gravel parking lot
Grading of site (removal of all topsoil/mulch grindings, etc)
10ft x 600ft Gravel Ingress/Egress access road to parking lot
Install and compact gravel base
\$72,500

Project 2

Loop Gravel Road in front of White House
Grading of site (removal of all topsoil/mulch grindings, etc)
Install and compact gravel base
\$52,500

Project 3

Loop Road to bottoms
Provide gravel road and turnaround near Oak Tree
\$22,000
Provide gravel turnaround 50ft x 50 ft at Yellow House
\$3,000

Project 4

Restoring the roof at the old Moore house after Producer removes the temporary roof (to be installed by Producer over the existing roof for Producer's filming) after completion of Producer's use of the Property
\$26,000

Project 5

Installation of an electric pole
\$1,663.00

Project 6

Installing new porch steps at the old Moore house after completion of Producer's use of the Property, to replace the failing porch steps that Producer will have removed
\$19,500

EXHIBIT C

RELEASE OF LIABILITY

(attached hereto)

_____, 2022

CARROLL COUNTY BOARD OF COMMISSIONERS
Carroll County, Georgia

Re: Release of Liability

Dear Sir or Madam,

I write this letter agreement in connection with our use of your Property for the filming of a motion picture production under the terms of a signed film location agreement dated _____, 2022. As part of our filming, and with your prior consent, we built, installed, and/or uninstalled (as applicable) the following modifications to the Property (collectively, the “Modifications”):

As you know, the Modifications were made and/or installed (as applicable) with only very limited, short term use in mind. Specifically, they were intended only to function as part of a film set for the days we were filming on your Property, and were further intended only for use by our cast and crew. Our standard practice is that such Modifications shall be removed and, if applicable, put into storage by us after we are finished using them. In this case, however, you have requested that we allow you to keep the Modifications in “as is” condition at no cost to you. We have agreed to accommodate your request on the terms and conditions, and based on the understandings, set forth herein.

You are aware that we make no representations or warranties as to the safety or fitness of the Modifications for any use whatsoever. Because we have agreed to accommodate your request to leave the Modifications with you after we finish our filming on the Property, you have agreed that we will not have any liability or risks associated in any way with the Modifications, and you have agreed to release us from any and all liability, and to assume any and all risks associated with or related in any way to the Modifications, regardless of nature or cause. For all purposes the Modifications shall be deemed to have built, installed, and/or uninstalled (as applicable) by you.

You further agree that, in the event you are required at any time to remove the Modifications from your Property, or to make improvements to the Modifications, by any governmental or regulatory agency, or community or neighborhood board, or otherwise, you shall do so at your sole expense, and any further storage, destruction or other action relating to the Modifications shall be your sole responsibility.

You acknowledge and agree that we have no further obligation to you in connection with the Modifications whatsoever.

Very Truly Yours,

KIKI TREE PICTURES INC.

By: _____
Its:

Please Indicate Your Agreement with
And Acceptance of the Foregoing
By Signing Below:

CARROLL COUNTY BOARD OF COMMISSIONERS

By: _____
Its:

Date: _____