



FILM PRODUCTION LOCATION PERMIT AGREEMENT

The City of Lago Vista, Texas (**herein called "Licensor"**)

5803 Thunderbird Street | P.O. Box 4727

Lago Vista, Texas 78645 | (512) 267-1155

Production Company (herein called "Company"): _____

Working Title of Motion Picture: _____

Filming Date(s): _____

Other Necessary Dates for Set Up & Load Out: _____

Set Name: _____ Scene Number(s): _____

Season Number: _____ Episode(s) Number(s): _____

Licensor hereby grants to (Production Company with address) (herein called "Company"), and its employees, agents, independent producers, contractors and suppliers, permission to enter upon and use the premises located at: _____

_____ and all signs, fixtures, and other personal and real property on and around said premises (all of which, together with said premises, shall be referred to herein as the "Property") for the purpose of still photography and making motion pictures, videotapes and sound recordings in connection with the production, exhibition, advertising and exploitation of the motion picture, commencing on or about _____ (subject to change on account of weather conditions or changes in production schedule), and continuing until completion of all scenes and work required. Company anticipates needing to use the Property for up to _____ () calendar days, and may not use the Property for more than one and one-half (1 ½) times that number of calendar days without the written permission of Licensor.

CHARGES: Charges for use of the Property shall be as set out in the City's Film Guidelines and in any applicable City ordinance.

All charges are payable on completion of all work contemplated. Company is not obligated to actually use the Property or produce any motion picture or include material photographed or recorded hereunder in the motion picture. Company may at any time elect not to use the Property by giving Licensor written notice of such election, in which case neither party shall have any obligation hereunder.

Company may place all necessary facilities and equipment, including temporary sets, and park vehicles if appropriate, on the Property, and agrees to remove same after completion of work and leave the Property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, must be replaced. Licensor

agrees to execute a location restoration release in Company's favor upon Company's reasonable request following restoration of the Property. In connection with the motion picture, Company may refer to the

Property or any part thereof by any actual or fictitious name and may attribute any real or fictitious events as occurring on the Property. Licensor irrevocably grants to Company and Company'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.

Company agrees to use reasonable care to prevent damage to said Property, and will indemnify Licensor, and all other parties lawfully in possession of said Property and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Company's part in connection with the work hereunder. For the duration of the use of the Property by Company, including and re-use as described below, Company shall maintain at least the following insurance, such policies to name Licensor as an additional insured: \$1,000,000 general liability, including bodily injury and property damage with a \$5,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

All rights of every kind in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder shall be and remain vested in Company and its successors, assigns and licensees, and neither Licensor nor any tenant, or other party now or hereafter having an interest in said Property, shall have any right of action against Company or any other party arising out of any use of said still pictures, motion pictures, videotapes, photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. Company acknowledges, however, that the Licensor's Film Guidelines require that, in order for Licensor to protect the context in which its name, trademark, logo, public streets and buildings are depicted, Company agrees that it will submit the script to Licensor for general review prior to Licensor executing this agreement or acting on Company's application to film on Licensor's Property.

At any time within 6 months from the date Company completes its use of the Property hereunder, and subject only to the use at the time of the Property by Licensor or another intervening licensee or lessee of Licensor, Company may, upon not less than 5 days prior written notice to Licensor, re-enter and use the Property for such period as may be reasonably necessary to photograph retakes, added scenes, etc. desired by Company upon the same terms and conditions as contained in this agreement. Licensor shall make reasonable efforts to accommodate Company's need to re-use the Property as described in this paragraph.

Company agrees that filming will be limited to the following hours: Monday through Friday, 7:00 a.m. to 9:00 p.m., and Saturday, Sunday, and holidays, 8:00 a.m. to 8:00 p.m.

Licensor warrants that Licensor is the owner or authorized agent for the owner of the Property and that Licensor has full authority to enter into this agreement and grant the rights herein granted.

Company recognizes and acknowledges that this agreement (i) allows Company to use the Property but does not represent or create any partnership or other business relationship between Licensor and Company, and (ii) does

not provide a basis for Company or its employees, contractors or agents to exercise any of the municipal or other statutory power of Licensor or to receive or claim any discounts or special privileges from or with regard to any persons or businesses, whether located in the City of Lago Vista, Texas or elsewhere.

Licensor's sole remedy for a breach by Company of any of Company's obligations hereunder shall be an action at law for damages, it being agreed that in no event shall Licensor or its successors and assigns, or any other party now or hereafter having an interest in said Property seek or be entitled to injunctive or other equitable relief for breach by Company of any of its obligations under this Agreement unless injunctive relief is required in order to protect the health, safety or welfare of the citizens of Licensor, including, without limitation, in the event an emergency situation exists or has been created on the Property.

If the box below is checked, the attached Addendum shall constitute part of this agreement. This agreement, along with Licensor's Guidelines for Filming In Lago Vista, Texas and Company's applications to Licensor, constitute the entire agreement between the parties with regard to Company's use of the Property. Subject to the foregoing, this agreement cancels and supersedes all prior negotiations and undertakings relating to the Property and contains all of the terms, covenants, conditions, representations and warranties, written or oral, of the parties hereto in the premises. No other authorization is necessary to enable Company to use the Property for the purposes herein contemplated.

"Company" (Production Company): _____

Address: _____

Federal I.D.# _____

By: (Authorized Signatory) _____

Terms confirmed by: (Location Manager)

Print: _____ Sign: _____

☐ APPROVED

Permit Approved by "Licensor" (City of Lago Vista): _____

Date: _____

☐ Check here if Addendum attached