

44 BLUE PRODUCTIONS, LLC
4400 West Riverside Drive, Suite 110-2811
Burbank, California 91505

LOCATION AGREEMENT

The City of Powder Springs (“Owner”) is the owner of and/or controls all rights with respect to the property that is the subject of this agreement (the “Property”) (i.e., the Powder Springs Police Department). Owner hereby gives permission to 44 Blue Productions, LLC and its employees, agents, contractors and suppliers (“Producer”) to enter upon and use the Property located at: 1114 Richard D. Sailors Parkway, Powder Springs, Georgia 30127 on Friday, January 26, 2024, (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording certain scenes for use in and in connection with the television program currently entitled “Real Murders of Atlanta” (the “Program”) and for any additional uses as described below. Producer may use the Property on Friday, January 26, 2024 from 8:00 AM to 1:00 PM. Producer will have the right to use the Property for additional filming as may be necessary and payment will be prorated from the charges (if any) listed below.

Owner acknowledges and agrees that Owner will not be paid compensation for Producer’s use of the Property and exercise of its rights under this agreement. Owner further acknowledges and agrees that the consideration Owner will receive for Producer’s use of the Property and/or Producer’s exercise of its rights under this agreement is the opportunity for publicity that the Property and/or Owner will receive if Producer decides to include photographs, film, or recordings made on the Property in any of its productions.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted; provided, however, such placement of facilities and equipment shall be done in a manner not to interfere with normal operations of Owner’s premises. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner visible on the Property (collectively, the “Owner’s Marks”) in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer reasonably in advance of any filming thereon.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the use of the Property under this agreement. To the extent permitted by law, Owner will indemnify and hold Producer harmless from any claims and demands arising out of or based upon the negligence or willful misconduct of Owner, its employees, agents, contractors or representatives, or Owner’s breach of this agreement.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage (and setting forth, among other things, the actual and reasonable cost of actual, verifiable and substantiated damage) and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer’s investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner’s Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner’s sole remedy for breach of this agreement by Producer shall be an action for money damages; nonetheless, Owner agrees that special, punitive, consequential, and incidental damages are not recoverable. In no event will Owner be entitled to injunctive or other equitable relief. In no event will Owner be entitled to terminate this agreement. Producer has no obligation to include the Property in the Program or in any other production.

Owner represents and warrants that (a) Owner has the right to enter into this agreement and to grant Producer all rights provided by this agreement; and (b) is the sole owner or holder of all rights in and to the Owner's Marks. In the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this agreement and to grant Producer all rights provided under this agreement. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Program or in any of Producer's productions.

Upon initial exhibition of the episode of the Program in which Owner's location appears, Producer agrees that Owner may include incidental, non-derogatory mention that Owner's property was featured in the episode of the Program on Owner's website and other materials associated with the property.

If any controversy or claim arising out of or relating to this agreement, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by mediation conducted in the Cobb County and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a dispute is not otherwise resolved through direct discussions or mediation, the controversy or claim, including the scope or applicability of this agreement to arbitrate, shall be resolved by final and binding confidential arbitration conducted in the Cobb County, and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or subsequent versions thereof, including the optional appeal procedure (the "JAMS Rules," available at www.jamsadr.com, including, without limitation, the rules providing for limited discovery and other exchange of information and, to the maximum extent permitted by law, the rule providing that each party shall pay *pro rata* its share of JAMS fees and expenses). The JAMS Rules for selection of mediators and arbitrators shall be followed, except that the mediator or arbitrator shall be (i) an experienced mediator or arbitrator (as applicable) licensed to practice law in New York, California or Georgia or (ii) a retired judge. Notwithstanding the above requirements, if a party files suit in court or files an arbitration before first seeking to mediate, in direct violation of this paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this paragraph. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached and shall deliver such documents to each party to the dispute. The arbitrator shall not have the authority to grant any remedies the parties to any dispute have waived herein.

Owner agrees that Producer may license, assign and otherwise transfer this agreement and all rights granted by Owner to Producer under this agreement to any person or entity.

Producer shall have the right to cancel this agreement at any time prior to Producer's use of the Property. Upon Producer's cancellation of this agreement, neither Producer nor Owner shall have any obligations whatsoever under this agreement, and Owner shall immediately refund to Producer any and all sums previously paid by Producer (if any) pursuant to this agreement. If any provisions of this agreement are held to be void or unenforceable, all other provisions of this agreement shall continue in full force and effect.

This is the entire agreement. No other authorization is necessary to enable Producer to use the Property or the Owner's Marks for the purpose contemplated. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or agreement.

NBCUniversal's privacy notice at www.nbcuniversal.com/privacy describes NBCUniversal's information practices in relation to Owner and Owner's personnel (if any) whose personal information is provided by Producer to NBCUniversal in connection with this Agreement. Owner will bring this privacy notice to the attention of such personnel, if any. This notice may be updated from time to time.

ACCEPTED AND AGREED:

PRODUCER signed by:

By: Erin D. Oxford
EDE4C64D3E32438...
Date: 1/23/2024
Show: RMOA3

OWNER

By: Albert Thuman
Print Name/Title: Mayor Albert Thuman
Address: 4426 Marietta Street
Telephone: 7709431666
Date: Jan 16 2024

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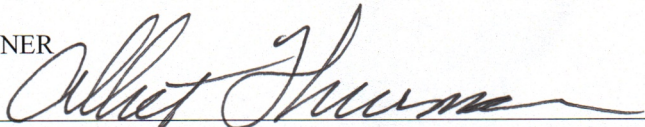
This is the entire agreement. No other authorization is necessary to enable Producer to use the Property or the Owner's Marks for the purpose contemplated. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or agreement.

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ACCEPTED AND AGREED:
PRODUCER

By: _____
Date: _____
Show: _____

OWNER

By: 
Print Name/Title: Mayor Albert Thuman
Address: 4426 Marietta Street
Telephone: 7709431666
Date: Jan 16 2024