

MATERIALS RELEASE

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant to **Home Town Special Inc.** ("Producer") and **SCRIPPS NETWORKS, LLC** and its affiliates parents, subsidiaries, licensees, successors, designees, and assignees (collectively, "Company") the right to use in and in connection with the Company programming ("Program") any of the materials listed below (which may include still photographs, video and/or film footage, paintings, pictures, slides, posters, letters, books, newspapers, statuary, art, exhibits, graphics, logos or any other objects) as well as any related names, trademarks, service marks, trade names, logos, copyrighted material and/or other materials that I have furnished to Producer and/or Company (collectively, the "Materials"):

Photographs, video and/or film footage

2. I agree that Producer and Company shall have the right to make video and/or audio tapes, photographs, films and/or recordings of the Materials (collectively, the "Recordings") and that Network shall own all rights, including copyright, in the Recordings and the results and proceeds of such Recordings. Without limiting the generality of the foregoing, Producer and Company shall forever have the right to use, and license others to use, the Recordings, in whole or in part, an unlimited number of times, in all languages, in any and all media (whether now known or hereafter devised) anywhere in the world, and in connection with the advertising, sale, promotion, marketing, merchandising, distribution, and any and all other types of exploitation of the Program, Company and any of its products, other programs, services, or otherwise. Producer and Company shall have the right to refer to the Materials by their correct and/or their commonly recognized name(s). Producer and Company shall have the right to edit the content and text of the Recordings in any manner or form, and I waive any right to inspect or approve of any use of the Recordings.

3. I hereby release, discharge, and hold harmless Producer and Company from any and all claims, demands, and/or causes of action that I may have, including without limitation, claims based upon defamation, invasion of privacy, or any other matter arising from any use of the Recordings. I acknowledge that Producer and Company will rely on this Materials Release (this "Release") and all permissions granted herein, at substantial cost to Producer and/or Company, and therefore I hereby agree not to bring or assert any legal claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

4. I agree that my sole remedy in the event of any claim against Producer or Company shall be the recovery of damages and in no event shall I seek or be entitled to rescission, injunctive or other equitable relief, or otherwise seek to restrain or interfere with the production, promotion, distribution, exhibition or exploitation of the Program. This paragraph shall survive the termination or the expiration of this Release.

5. I represent and warrant that (a) I have the right to enter into this Release, (b) the permission of no other person is needed in order for me to grant the rights in this Release to Company, (c) neither I nor anyone acting for me gave, or agreed to give, anything of value to any officer, director, employee or agent of Company to secure the inclusion of the Materials in the Program, and (d) Producer and Company's use of the Materials as permitted herein will not violate or infringe upon the rights of any third party.

6. I recognize that Producer and Company are relying on my representations and warranties and the rights I am granting in this Release and that a breach thereof would cause Producer and Company irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law; therefore, I hereby expressly agree that Producer and Company shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Release by me.

7. Neither Producer nor Company shall have any obligation to actually produce the Program or to utilize the Materials or the Recordings to exercise the rights and permissions granted herein for purposes of the Program or otherwise.

8. All provisions hereof concerning the Recordings, the Program and the potential inclusion of the Materials in the Program shall be kept strictly confidential by me and my representatives. Neither I nor my representatives shall issue any press releases or public statements about Producer, Company, the Program or the potential inclusion of the Materials therein without Company's prior written permission. Neither I nor my representatives shall use Producer's and/or Company's or any of their affiliated companies' name, logo, trademark or other proprietary mark in any manner without Producer's and/or Company's prior written approval.

9. I agree that no sum shall be due to me for execution of this Release and neither Producer nor Company shall not be obligated to pay me or any third party any sum whatsoever, regardless of the time or method of any future use of the Recordings.

10. This is the entire agreement and supersedes all prior understandings between the parties relating to the subject matter herein. This Release and the acknowledgements, representations, releases, permission and agreements made herein shall be irrevocable and binding upon me and my heirs, executors, successors, parents, guardians, licensees and representatives. Termination of this Release, for any reason, shall not affect Producer's and/or Company's rights in the Recordings. This paragraph shall survive the termination or

the expiration of this Release. Producer and/or Company may assign its rights in the Recordings and/or Program, in whole or in part, to any individual or entity, without restriction.

11. This Release shall be governed by the laws of the State of New York (excluding conflicts of law principles), regardless of the place of its physical execution. I hereby submit to the jurisdiction of the state and federal courts of the State of New York, New York County, to resolve any dispute arising out of or resulting from this Release. I shall not raise, and hereby waive, any defenses based upon improper venue, inconvenience of the forum, lack of personal jurisdiction, or the sufficiency of service of process.

AGREED AND ACCEPTED:

Signature: _____

Title: City Manager, City of Powder Springs

Print Name: Pam Conner

Email Address: pconner@cityofpowdersprings.org

Phone #: 770.943.1666

Signature: _____

Title: Mayor, City of Powder Springs

Print Name: Al Thurman

Email Address: athurman@cityofpowdersprings.org

Phone #: 770.943.1666