

USE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
Filming at City of Powder Springs Property

WHEREAS, TCF US Productions 80, Inc. (the "User") desires to access certain properties in and around the City of Powder Springs ("the City"), including property of the City which includes right-of-way, sidewalks and public parking areas (the "Property") for the purposes of photographing and recording certain scenes in connection with the production currently known as "Vacation Friends" being produced by User ("the Production"), and User also desires to use the true name "the City of Powder Springs" as the identified location within the Production;

WHEREAS, the City desires to allow User to access said the Property to film and use the name of the City of Powder Springs;

NOW THEREFORE, in consideration of permission to access the Property by User, and other good and valuable consideration, User enters into this Use, Indemnification, and Hold Harmless Agreement ("the Agreement") and hereby represents, warrants and agrees as follows:

1.

User's use shall be limited to September 11 & 12, 2020 between the approximate hours of 7:00am and 8:00pm (the "Term"). If User requires use of the Property prior or subsequent to the foregoing dates, then User may so use the Property subject only to the prior written approval of the City, not to be unreasonably withheld or delayed.

2.

All physical embodiments of filming, recording and photography on the Property, including the use of the City's name, shall hereinafter be known as the "Materials." User may bring all necessary personnel, equipment, vehicles and temporary sets onto the Property, for the purpose of making still and motion pictures and sound recordings of, on and/or about the Property and agrees to remove same after completion of work and leave the Property in as good of condition as when received, ordinary wear and tear excepted. User is responsible for obtaining any necessary clearances or permissions from any individual whose likeness appears in the Materials. At any time within 180 days from the date upon which the Term ended and upon not less than five (5) business days' advance written notice to City, User may re-enter the Property for such period as may be reasonably necessary to photograph retakes or added scenes or for other purposes allowed hereunder. Owner grants permission to replicate the Property (if applicable) by constructing a set at a separate location, duplicating all or any part of the Property for the purpose of completing User's scheduled work, or for filming retakes, added scenes, advertisements or

promotion, and to attribute any true or fictitious events as occurring on the Property. User may use the name of "The City of Powder Springs" within the Production to identify it as the location. Property includes, without limitation, all exterior areas, utilities, buildings and other structures of the Property, real and personal property, displays, and signs located in, on and/or about the Property, and the City's name, logo, trademark, service mark and/or slogan, as depicted in, on, and/or about the Property and/or the City and any other identifying features thereof. Otherwise, User shall not further use or appropriate any logo or brand belonging to the City of Powder Springs or make any reference to the City of Powder Springs without prior written approval by the governing body of the City, not to be unreasonably withheld or delayed. No depiction of the City shall be defamatory to the City, its Mayor, City Council or Officials and the City will be used in a manner that is consistent with the goodwill and name that the City enjoys in the marketplace. The authorized representative of the City has received and approved the synopsis relating to the City, and hereby approves User's use as non-defamatory and neither devaluing nor harming the City.

3.

User will conduct its activities at the Property in accordance with all laws or regulations applicable to such activity and shall indemnify the City against any actual or alleged violations by Producer of such laws or regulations applicable to it, except to the extent due to the City's gross or sole negligence or willful misconduct or breach hereof by the City.

4.

Furthermore, except if due to the gross or sole negligence or willful misconduct of the Indemnitees, as defined herein, or a breach hereof by the City, User shall also indemnify and hold harmless the City, its Mayor, City Council, Officials, employees, and agents (the "Indemnitees"), from and against all third party claims, damages, losses (excluding lost profits), liabilities, and expenses including reasonable outside attorney's fees arising out of or resulting from access to and presence upon the Property by User or its employees or agents, provided that any such claim, damage, loss, liability and/or expense:

(1) is attributable to bodily injury, sickness disease or death, or to injury or destruction of real or tangible property, including the loss of use resulting therefrom, and

(2) is caused in whole or in part by any negligent act or omission of the User, or its employees or agents.

The indemnification and hold harmless terms agreed to by User herein forth above shall not apply to those liabilities, claims, damages, injuries, losses or expenses arising out of bodily injury to persons, death, or damage to property

caused by or resulting from gross or sole negligence of the Indemnitees, collectively, or individually, but User expressly acknowledges that allowing access to and presence upon the existing condition of the Property shall not constitute negligence and is undertaken at User's request and assumption of risk.

5.

User shall use due care in its use of the Property so as not to knowingly damage the Property including any personal property contained therein. In connection therewith, the City shall provide User written notice of any damages caused by User within three (3) business days after User vacates the Property and User and its insurance carrier representatives shall have the right to inspect said damages. In the event said damages are caused by User's use (excluding hidden, latent defects and/or damages caused by the City's negligence or willful misconduct), User shall have the opportunity to correct the damages or make restitution in a timely manner. User shall leave the Property in a clean condition, substantially the same as it is immediately prior to User's use, (reasonable wear and tear excepted).

6.

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 User shall be and remain the sole and exclusive property of User, 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 User shall elect, 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 the City nor any other party now or hereafter claiming an interest in the Property and/or interest through the City shall have any right of action against User or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings. In the event of any claim hereunder, whether or not material, in no event shall the City be entitled to enjoin, restrain or interfere with the production, distribution, advertising, publicizing, exhibition or exploitation of the Production.

7.

The City represents, warrants and agrees that: the City has the full right, power and authority to grant User the rights granted to User hereunder; the City will take no action nor allow or permit or authorize any third party to take any action which might interfere with User's full use and quiet enjoyment of the Property in accordance with the terms hereof; it is not necessary for User to obtain the

consent or permission of, or to pay any amounts to, any person, firm or corporation other than the City in order to enable User to enjoy the full rights to the use of the City as described herein; the City shall comply with all applicable laws, statutes, ordinances, rules, guidelines, regulations and requirements of all governmental agencies, public health authorities and regulatory bodies; in the event that the City personnel visit or render services at the Property during User's usage of the Property, the City and its personnel shall comply with User's standard business practices and policies, including all health and safety protocols, procedures and training as required by User; and to the extent permitted by law, the City agrees to indemnify and hold User harmless from and against any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from or in connection with any third-party claim against User resulting from a breach of any of the City's representations, warranties or agreements set forth herein.

8.

If any provision of the Agreement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction in Cobb County, Georgia, the remainder of the provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby. Permission to use said Property is not an endorsement by the City of Powder Springs of any product resulting from the use of the Property by User. The City (or any employee and/or agent of the City who shall be privy to information regarding User's filming of the Production) agrees not to, at any time, disseminate, publish, state, or in any manner disclose any information of any kind dealing with the filming of the Production, the City and/or Property as used in the Production, or the Production itself.



USER signature
TCF US Productions 80, Inc.



THE CITY signature
City of Powder Springs