

## LOCATION AGREEMENT

Los Alamos County, New Mexico

THIS **LOCATION AGREEMENT** dated as of \_\_\_\_\_ Agreement”), by and between the **Incorporated City and County of Los Alamos**, its successors, assigns and licensees (collectively “County”), at **County Administrative Office, 1000 Central Avenue, Los Alamos, NM 87544** and \_\_\_\_\_ (“Producer”), \_\_\_\_\_ **Attn:** \_\_\_\_\_ made with reference to that certain feature length motion picture presently known as : \_\_\_\_\_ (the “Picture”).

1. County hereby grants to Producer its successors, assigns and licensees the right and license to enter upon the Premises (“Premises”) described herein and attached hereto as Exhibit “A” and incorporated herein by referenced for all purposes, to take both motion picture and still photographs and to record sound (collectively, the “Material”) as Producer may desire, and to use for so called “location” purposes, including, but not limited to, entering and removing from the Premises equipment and personnel, and erecting and maintaining thereon, and removing, temporary sets and structures. In furtherance hereof, Producer has requested and County agrees to provide those Services (“Services”) identified in Exhibit “B,” attached hereto and incorporated herein by reference for all purposes. A designated County representative shall be present during filming at County-owned locations. All actions involving County equipment, personnel and property shall be requested by Producer and approved in advance through the designated representative/liaison Kelly Stewart, 505-412-3410. If Producer and designated representative cannot agree, the County liaison may be contacted to consult with a County supervisor to advise and make a final decision.

The rights granted to Producer hereunder include, without limitation, the right to photograph, reproduce, replicate and use (either accurately or with such liberties as Producer may deem appropriate) the real and personal property located on the Premises, both exterior and interior, including any and all signs thereon, and the names, logos and verbiage contained on such signs.

Producer may take possession of the Premises on or about \_\_\_\_\_ and may continue in possession until the completion of all photographing and recording for which Producer may desire the use of the Premises, estimated to require approximately \_\_\_\_ days of occupancy of the Premises over a period of \_\_\_\_ days.

Notwithstanding the foregoing, if Producer is unable to work on the Premises during any day during such period because of an event of force majeure, including but not limited to illness of actors, producers, director, or other essential artists and crew, or weather conditions, or defective equipment, or any other occurrence beyond Producer’s control, Producer shall have the right to use the Premises without additional charge for as many shooting days as were missed at a later date mutually agreed upon by the Producer and County following the end of such event.

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2. In the event Producer desires to photograph retakes or other scenes at the Premises, Producer may re-enter and use the Premises for such period as may be reasonably necessary therefore commencing at any mutually agreed upon time within eighteen (18) months after completion of principal photography on such location, and in such event, the rental rate specified herein (pro rata, if applicable) shall apply.
3. In full consideration for all of County's obligations under this Agreement and all rights being granted to Producer, Producer agrees to pay to County the sums identified in Exhibit "B" for use of the Premises and at the rates identified in Exhibit "B" for the Services. The compensation amount shall be payable in full within fifteen (15) days following Producer's occupancy of the Premises and provision by County of the Services. Premises locations and tentative dates are listed in Exhibit "A."

At any time up to the date that the Premises are actually used for photography, Producer may elect not to use the Premises by giving County notice of such election, in which case neither party shall have any further obligation to the other whatsoever in connection with this Agreement as to such Premises, Services or the Picture.

4. Producer agrees to hold County free from any third party claims for damage or injury arising during Producer's occupancy of the Premises and use of Services and caused by Producer's negligence. Producer agrees to leave the Premises in good order and condition as when received by Producer, reasonable wear and tear excepted. No permanent modifications will be made to the Premises by Producer.

Producer shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, as well as all applicable laws, ordinances, rules, and regulations related to the use, containment, and clean-up of hazardous materials or dangerous substances.

Producer shall maintain insurance of the following types and amounts throughout the term for the use of the Premises: General Liability Insurance of \$1,000,000 combined single limit per occurrence; Workers' Compensation in an amount as may be required by law; Automobile Liability Insurance for Producer and its employees for \$1,000,000 combined single limit per occurrence on any owned and/or non-owned motor vehicles used in performing Services under this Agreement.

5. Producer agrees to pay County for all damages caused by it, its agents and/or representatives to County property resulting from its use of the Premises or the Services described herein, reasonable wear and tear associated with the normal and intended use of the Premises, excepted. Producer and County agree to jointly inspect the Premises prior to and following Producer's use, specifying in writing all existing damage, if any. County agrees to submit, in writing, within (five) 5 days of Producer vacating the Premises a detailed

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list of all property damage for which County claims Producer is responsible and shall permit Producer's representative to inspect such damage.

6. Neither Producer nor its successors or assigns shall be obligated to make any actual use of the Material in the Pictures, or in any other motion picture or otherwise.
7. County hereby represents and warrants that County is the owner and/or the authorized representative of the owner of the Premises and that County has the full right and authority to grant Producer the permission and rights herein granted, and that no other permission is required from any other party. Producer hereby agrees to indemnify and hold harmless County from all costs and expenses (including, without limitation, attorney's fees) arising out of or resulting from claims made against County as a result of Producer's breach of the obligations representations and warranties contained in this Agreement.
8. All rights of every kind and nature in and to any and all photography (still or motion picture) and sound recordings (collectively, the "Material") made by Producer, its successors, assigns and licensees hereunder shall be solely owned in perpetuity by Producer, and neither County nor any tenant or other party now or hereafter having an interest in the Premises shall have any right of action, including without limitation any right to injunctive relief, against Producer and/or any other party arising out of any use or non-use of said photography or sound recordings. Producer represents and warrants that any use made of photography (still or motion picture) and sound recordings, or any mention and/or reference to the County of Los Alamos, whether depicting locations within Los Alamos County or otherwise, will not impugn, ridicule or hold in a bad light the community, commercial, academic or scientific reputation and interests of the County of Los Alamos. Based on the foregoing, County agrees that County will not assert or maintain against Producer, its successors, assigns and licensees any claim of any kind or nature whatsoever, including but not limited to those based upon invasion of privacy or other civil rights, defamation, copyright infringement, libel, or slander, in connection with the exercise of the permission or rights herein granted. Notwithstanding the foregoing, County grants Producer approval to use the name "Los Alamos, New Mexico" in the film or for authorized purposes identified herein, including the use of Los Alamos County signage and Los Alamos Police Department vintage uniforms and vehicle signage and logos.
9. County hereby grants to Producer, in perpetuity, the irrevocable right to use and reuse the Material in any manner and to such extent as Producer may desire, and County hereby acknowledges that Producer shall solely and exclusively own all rights of every kind and nature (without limitation or restriction of any kind). The rights herein granted further include the right to portray any events as occurring within or on the Premises, whether or not such events actually are filmed within or on the Premises. Without limiting the foregoing, the rights granted to Producer hereunder, including the right to use any part or all of the Material in or in connection with the Picture, or any other motion picture or other production of any kind or publication, and in connection with the advertising, publicity, promotion, exhibition and other exploitation of any of the foregoing, in any and all media, whether now known or

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hereafter devised (including without limitation, for release in motion picture theaters, for television broadcast and in home video copies), by any means or manner of exhibition or delivery now known or hereafter devised (including, by film projection, video tape, disc, delivery over the internet or other digital delivery service, by computer hard drive or otherwise), are granted, in perpetuity.

10. Producer will provide a Publicity Representative contact within the production for the purpose of referring inquiries to and securing promotional materials from as deemed available by the production company
11. Producer will include "Los Alamos County, New Mexico" in its listing of locations in the film and on film information and marketing sites, such as IMDB.com.
12. Producer will also provide to County cost information associated with economic impact of the production to Los Alamos County in terms of expenditures at businesses and/or services, including but not limited to lodging establishments, gas stations, restaurants, hardware stores, and any other repeat or significant expenditures for the duration of the filming activities at County-owned or managed location. Producer will provide information within 30 days of filming activity.
13. County's sole remedy for Producer's default hereunder shall be limited solely to the recovery of money damages in an action at law. In no event shall any of the rights acquired or to be acquired by Producer hereunder be affected or impaired. For the avoidance of doubt, in no event shall County have the right to enjoin or otherwise interfere with the development, production, completion, advertising, publicity, promotion, distribution, exhibition or other exploitation of the Picture or any other motion picture or production of any kind which incorporates (in whole or in part) the Material.
14. Except as otherwise required by New Mexico law, County hereby agrees that County shall keep all Proprietary Information strictly confidential including, without limitation, one or more of the following: script, synopsis, storyline, plot, characters, sets, costumes, casting, artwork, still photographs or other elements of the Picture, timing of the Picture or other information gained by County due to Producer's use of the Premises (collectively referred to as the "Proprietary Information") whether such Proprietary Information in written, oral, visual or in any other form, and whether such Proprietary Information was furnished to County or inadvertently discovered by County, either before or after execution of this Agreement and that County will not disclose, reproduce, disseminate, or otherwise distribute the Proprietary Information, or the substance or the contents thereof, in whole or in part, in its original form or in any other form to any third parties, without first obtaining the prior written consent of Producer in each instance.
15. Except as agreed and identified elsewhere in this Agreement, this Agreement shall be construed and enforced in accordance with the laws of the State of California governing contracts to be wholly performed in California. The County is the Incorporated County of

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Los Alamos, a governmental entity subject to certain public laws, including, but not limited to, the New Mexico Inspection of Public Records Act, Section 14-2-1, et seq., NMSA 1978. Both parties shall preserve and prevent waiver of all rights and privileges that protect against disclosure or inspection of otherwise public records or of attorney work product and attorney-client communications. This Agreement is not intended to create privileged status for documents or information where it would not otherwise exist, or to obstruct legitimate discovery. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure or inspection of laws of the State of New Mexico.

- 16. This shall be a binding agreement between the parties hereto and shall inure to the benefit of their respective successors and assigns, including without limitation, any distributors, licensees and exhibitors of the Picture. The parties warrant and represent that the person executing this Agreement on its behalf is authorized to do so and has full authority to bind his respective party to the terms, conditions and obligations contained herein.
- 17. This Agreement sets forth the entire understanding of the parties with respect to the matter set forth herein and may not be altered or amended except by a writing signed by both of the parties.

**INCORPORATED COUNTY OF LOS ALAMOS**

**BY:** \_\_\_\_\_  
**KELLY E. STEWART, FILM LIAISON**

\_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PRODUCER**

**TAX I.D.# FOR** \_\_\_\_\_ :

\_\_\_\_\_

**EXHIBIT "A"**  
**LOCATIONS**

List of \_\_\_\_\_ Filming Activity Locations Owned by Los Alamos  
County:

1. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ on or about  
\_\_\_\_\_ to \_\_\_\_\_.
2. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ on or about \_\_\_\_\_ to  
\_\_\_\_\_.