

LOCATION AGREEMENT

This Agreement made and entered into this **INSERT DATE**, by and between SANTA CATALINA ISLAND CONSERVANCY (a California non-profit corporation) (“Permitor”) and **INSERT PRODUCTION CO/RESPONSIBLE PARTY** (“Permitee”).

In consideration of the covenants herein contained, the parties hereto mutually agree as follows:

1. **PERMIT GRANTED AND REVOCABLE** –Permitor grants to Permitee a revocable Permit and privilege, per and after notice and opportunity to cure, to film on the Premises, as hereinafter defined in paragraph 19A, in accordance with the terms and conditions of this Agreement. Permitee shall be in default of this Agreement if it shall fail to perform or observe any obligation or requirement of this Agreement and Permitee fails to cure such failure, if curable, with all reasonable promptness (not to exceed 24 hour in any event), after receipt of oral or written notice from Permitor. If Permitee is in default, Permitor may terminate this Agreement immediately on oral or written notice, without any obligation of reimbursement of any previously paid fees, but such termination shall not cancel Permitee’s obligation to pay any outstanding fees due.

2. **INSURANCE** - Permitee during the term of this Agreement shall, at its sole cost and expense, maintain commercial general public liability insurance in terms of not less than \$2,000,000 general aggregate covering personal injury and property damage and \$1,000,000 Third Party Property Damage. All policies insuring against liability for personal injury or death or damage to property shall include the contractual liability of Permitee arising by reason of the indemnity provisions of the Agreement, and shall be issued in the name of Permitee and shall name Permitor and Conservancy Parties as additional insureds/losspayee.

3. **WORKERS COMPENSATION** - Permitee shall comply with all applicable Workers' Compensation laws and provide Workers' Compensation Insurance for all persons employed by it in the premises covered by this Agreement or in connection with the business conducted pursuant to this Agreement and shall pay any and all contributions, taxes and costs of such insurance and benefits payable thereunder which are required to be withheld and/or paid by any employer under the provisions of any applicable present or future law, ruling or regulation.

4. **PRIMARY INSURED** - Policies of insurance which Permitee must provide pursuant to the provisions of this Agreement may be blanket insurance policies covering Permitee. All policies shall contain an endorsement whereby the carrier agrees that its insurance is primary and not contributory with or in excess of any coverage which Permitor and Conservancy Parties may carry. Permitee shall deliver to Permitor the certificate of insurance prior to the commencement date of the term of this agreement and thereafter, not less than thirty (30) days prior to the expiration dates of the policies theretofore furnished, the renewal certificates thereof. Each policy shall provide that it cannot be canceled or materially changed except on thirty (30) days' notice by the insurance carrier to Permitor. Permitee hereby waives all subrogation rights of its property insurers against Permitor or Conservancy Parties, their directors, officers, employees and permitors. If Permitee cannot waive such subrogation rights, Permitee shall obtain an express subrogation waiver from its property insurers in favor of Permitor and Conservancy Parties

5. **CLAIMS WAVED** - As a material part of the consideration to be rendered Permitor and Conservancy Parties by Permitee under this Agreement, Permitee agrees to and hereby does waive all claims against the Permitor or Conservancy Parties for loss of or damage to goods, wares, merchandise and property of all kinds, and for the injury to or death of any person from any cause, related to the use of the Premises by Permitee. Permitor and Conservancy Parties shall not be liable for any claims for loss, theft, damage, disappearance or injury of or to any of the materials, tools, equipment and/or other property of any nature of Permitee, or in the possession or custody of Permitee, or in transit or delivery to or from the

premises covered by this Agreement. Permitter and Conservancy Parties shall not be liable for any loss or damage to, interference with, or suspension of the business of Permittee, for any reason.

6. INDEMNIFY AND HOLD HARMLESS - Permittee agrees to indemnify and hold Permitter and Conservancy Parties harmless from and against any and all claims, actions, costs, expenses, losses, liabilities, damages, penalties and demands whatsoever (together with reasonable outside attorney fees and costs) arising out of, concerning or affecting this Agreement or the business conducted by Permittee, including but not limited to (i) death or damage or injury to persons or property of permitors, employees or invitees of Permittee, Permitter or Conservancy Parties, or others, occurring on the Premises covered by this Agreement, or any other place, by reason in whole or in part of the operation of Permittee's business; (ii) violations or infringement of patents, copyrights, trademarks, trade names or any other rights of others; and (iii) breach of warranties or other undertakings or duties of Permittee unless such claim, action, cost, expense, loss, liability, damage, penalty or demand is caused by the negligence or willful misconduct of Permitter or Conservancy Parties. If any action or proceeding in connection with any such matter is brought against Permitter or Conservancy Parties, they shall notify Permittee and furnish Permittee with a copy of any papers served. If requested by Permitter or Conservancy Parties, Permittee shall defend any such action or proceeding, employing counsel selected by Permittee with the approval of Permitter or Conservancy Parties and such approval shall not be unreasonably withheld.

7. AUTOMOBILE BODILY INJURY - If the Business conducted by Permittee under this Agreement necessitates the use of vehicles, Permittee will provide automobile bodily injury and property damage insurance covering such vehicles with limits of not less than \$1,000,000 for bodily injury or death to any one person and \$2,000,000 for bodily injury or death to any number of persons and \$1,000,000 for property damage arising out of any one accident.

8. CONFORM TO LAWS - Permittee shall conform in all respects to the provisions and regulations of all federal, state, or municipal laws and ordinances, or any local authority which may be applicable in the circumstances, and shall indemnify Permitter and Conservancy Parties against all penalties incurred by reason of the non-observance of any such laws, provisions or regulations.

9. PERMISSIONS - Permittee is permitted to enter, use and make sound recordings and photograph the property, as hereinafter defined in connection with production of scenes for the use specified. Such permission includes the right to bring thereon and utilize personnel, materials and equipment, including props and temporary sets, and the unlimited and perpetual right to exhibit any and all scenes photographed or recorded at and of the property throughout the universe, in perpetuity, in any and all media, now known or unknown. Permittee is prohibited from using or photographing any of the logos, service marks, trademarks or other identifying material or using Conservancy Parties names, or the name of the City of Avalon, or Santa Catalina Island Company, unless written permission is granted by Permitter.

10. RIGHTS – Permitter grants Permittee rights of every kind to the motion picture sound recording and other photography made by Permittee in and about the Premises, including the right to utilize the same in connection with the production, exhibition, advertising, and other exploitation thereof, in any manner whatsoever, whether now known or hereafter devised, in perpetuity and throughout the universe. Nothing herein contained shall obligate Permittee to use, photograph, or depict the Premises in any production, nor to exercise any of the rights granted herein. Further, Permitter or Conservancy Parties will not assert or maintain against Permittee any claim based upon invasion of privacy, publicity or other civil rights or defamation in connection with the exercise of the permission or rights herein granted. In the event of any breach of this Agreement by Permittee, Permitter and Conservancy Parties will be entitled to an action at law for monetary damages, and Permitter and Conservancy Parties may not enjoin, prevent or delay Permittee's use or exploitation of the production.

11. **PERIOD** - The listing of an overtime rate does not commit Permitter to permit filming beyond the specified period. Whether to permit overtime filming and the rate pertaining to the overtime filming shall be at Permitter's sole discretion but such permission shall not be unreasonably withheld.

12. **FOOD** - Permittee agrees that any food brought into the Premises shall be sealed and only consumed in allowable campsites/designated areas. Permittee agrees remove all containers/wrappers/debris in a responsible and sustainable manner, leaving no debris on the Premises except as designated. Permittee agrees to prohibit smoking within the Premises except as part of a filming sequence.

13. **RESPONSIBILITY** - Permittee agrees to assume full responsibility for the actions of its permitors, employees and invitees while on the Premises. Permittee accepts Premises as is and agrees to assume all risks of using the Premises on behalf of itself and its employees, permitors, contractors and invitees.

14. **MAINTAIN INSURANCE** - Termination of this Agreement notwithstanding, the provisions of paragraph 6 shall continue in full force and effect as to any claims or other matters listed therein arising out of or connected with the subject matter of this Agreement, without limitation in time by virtue of any other provisions of this Agreement and Permittee shall have the obligation to maintain insurance to ascertain that such coverage shall comply with this paragraph.

15. **ENTIRE AGREEMENT** - This Agreement, together with "Exhibit A" (Conservation and Environmental Protection Requirements), "Exhibit B" (Specifics of Shooting Schedule/Requirements) and Exhibit "C" (Fee Schedule Estimate), and any addenda attached hereto, constitutes the entire agreement between the parties. Any prior agreements, promises, negotiations or representations that may have been made or relied upon which are not expressly set forth in this Agreement are of no force or effect.

16. **NO WAIVER** - No provisions of this Agreement shall be waived or be construed to be waived by Permitter or Conservancy Parties unless such waiver be in writing and signed by an officer of Permitter.

17. **INVALIDITY** - The invalidity of any provision of this Agreement shall not impair the validity of any other provision.

18. **GOVERNING LAWS** - In all matters concerning the validity, interpretation, performance or enforcement of this Agreement, the laws of the State of California shall govern and be applicable. Any action or proceeding with respect to any matters arising under or growing out of this Agreement shall be brought and tried only in the municipal or superior courts of the County of Los Angeles, State of California.

19. **AGREEMENTS** - The parties agree as follows:

- A. "Premises" shall be the property defined as: Catalina Island Conservancy Owned Property located on Santa Catalina Island.

No special effects may be used, or animals brought on Premises, without prior written approval.

- B. Location within Premises:
*May be revised on day of shoot with prior approval of Conservancy based on location of bison, fox and other natural factors.

INSERT SPECIFIC LOCATIONS

Other areas may be approved by Permitter on day of shoot based on safety, availability and other factors. These approvals will be solely at the discretion of the Conservancy.

- C. Purpose of production:
INSERT SYNOPSIS/ PURPOSE OF FILMING
- Permitor’s approval of storyboards, synopsis and/or shooting script involving Premises are required prior to filming as applicable. Permittee will work with Permitor to develop discussion points for an interviews with approved Conservancy staff throughout shoot.
- Approval Signature: _____ Date: _____
- D. Date & time period during which production may take place:
- Set Preparation: Total crew: **INSERT NAMES/ROLES**
- Filming: **LIST LOCATIONS**
- Set Striking & Location Clean-up:
- See “Exhibit B”, Specifics of Shooting Schedule/Requirements*
- E. Production Company name, address, phone number:
INSERT INFORMATION
- F. Studio/Distributor Affiliation: **INSERT HERE**
- G. Basic Fees (non-refundable, to be paid in advance):
See Exhibit “C,” Fee Schedule
- H. Overtime fee if filming is permitted by Permitor beyond the time period specified:
See Exhibit “C,” Fee Schedule
- I. Site Representative Fees for each Site Representative supplied by Permitor pursuant hereto. Site Representatives shall serve as liaison with all Conservancy Representatives and will be present on the Premises at all times while Permittee is using or occupying the Premises pursuant hereto. Permitor will invoice Permittee for Supervisor services at rate of \$85/hour throughout duration of shoot. Billing will include travel time to and from Avalon. **(TBD)**
- Minimum Number of Site Representatives required: **TBD**
- J. Property Supervisor/RANGER – The Property Supervisor, a Conservancy Ranger or other assignee, will be assigned at the discretion of the Conservancy, and shall give directions regarding Filming Oversight and Environmentally Sensitive Conservation Areas and all such directions shall be followed by Permittee. Permitor will invoice Permittee for Supervisor services at rate of \$85/hour throughout duration of shoot. Billing will include travel time to and from Avalon.
- Minimum Number of Property Supervisors required: **ONE**
- K. **FIRE MARSHALL** – Permittee agrees to take all reasonable and necessary precautions to prevent fire on the Premises. Permittee agrees to pay a Los Angeles County Fire Warden who will be stationed on the Property during the working hours of the shoot, if required. This fee shall be paid directly to the Los Angeles County Fire Department.

One or more Fire Safety Officers (FSO) or Fire Safety Assistants (FSA) may be required to be present during all prep/filming/strike days. If shooting takes place in an area where members of the public are present, an FSO is required.

Make your arrangements with Los Angeles County directly, by calling **(818) 364-8240**. (Note that supervisor, travel and accommodations may be charged by the County.)

A copy of the signed County of Los Angeles Fire Department Motion Picture/TV Filming Permit Form #394 must be submitted to Permitter before Permitter can sign this Location Agreement.

Number of Fire Marshals required/Dates:

Verified by Permitter:

- L. **SECURITY DEPOSIT** (paid in advance with Basic Fees): **\$2,500**
No interest is payable on the Security Deposit. Balance of Security Deposit will be refunded within 10 business days of final walk-through or determination of expenses due after completion of location clean-up; or, if preferred by Permittee, a full Security Deposit Refund will be refunded by Permitter within 10 business days after payment of outstanding fees due from Permittee. Permitter shall submit an invoice to Permittee for the balance of expenses and fees, if greater than the security deposit, and Permittee agrees to pay all charges so billed within 10 days of invoice. If full payment is not made within 10 days of the invoice date, the balance owing will be subject to a daily late payment charge that shall accrue at a rate equal to 18% per annum. Permittee is responsible for any and all fees, legal and/or otherwise, incurred in collection of unpaid bills. Security Deposit stated above is based on an insurance deductible of no more than \$2,500.00.
- M. **BASIC FEE, DEPOSITS, CERTIFICATES** – Basic Fee (**\$5,000**) and Certificate of Insurance must be submitted to Permitter 3 business days prior to the occupancy or beginning of work on Premises by Permittee personnel. A processing fee of 6.5% will apply.
- N. **MAXIMUM PEOPLE PERMITTED** - Maximum number of people, including talent, permitted on the premises: **INSERT**
- O. **USE OF PRIVATE ROADS, PARKING & TRAFFIC CONTROL** – Permitter grants to Permittee a license to use private roads owned by the Conservancy in connection with the use of the Premises as indicated in paragraph 19.C. Such use shall be subject to all Conservancy’ road regulations. The use of such roads by Permittee shall be subject to the waiver, indemnity and insurance requirements of paragraphs 4, 5 and 6 preceding. (see Exhibit D, Trail Map).
- P. **POWER SOURCES** - Unless otherwise specified, Permittee shall provide its own power source (or generator) for lighting as well as its own lighting and cameras. No equipment is to be plugged into any house outlets without prior arrangements and approval.
- Q. **BRAND PROTECTION** - If any portion of Conservancy names or logos might become visible in a scene, it must be covered over by Permittee unless written permission is granted by Permitter. Permittee is prohibited from using or photographing any Conservancy Party logos, service marks, trademarks or other identifying material or using Conservancy Party names, or the name of the City of Avalon, or Santa Catalina Island Company, unless written permission is granted by

Owner. Eco Jeep logos, Airport in the Sky building logo and miscellaneous signage is hereby approved for visibility in final edit.

R. **SECURITY** - Permittee agrees to provide its own security throughout location engagement.

S. **REMOVAL OF PROPERTY** - Permittee agrees to remove all sets, equipment and other property, remove all trash and debris, and to restore all interior and exterior areas used during the location engagement to at least original condition prior to the occupancy by Permittee.

20. **AUTHORIZED SIGNATURE** - The individuals signing this Agreement on behalf of each party represent and warrant that they are fully empowered to so act on behalf of said party. This Permit can be signed in counterparts. Delivery by facsimile shall be deemed delivery of an original.

Duly executed by the parties hereto as of the day and year first above written.

SANTA CATALINA ISLAND CONSERVANCY

PERMITEE

By:

By:

Authorized Signature for Owner

Authorized Signature for Permittee

Name: Reed Woodyard

Name: **INSERT NAME**

Title: Senior Operations Manager

Title: **INSERT TITLE**

Address: **INSERT ADDRESS**

Telephone Number: 310-510-2595 x109

Telephone Number: **INSERT PHONE**

Exhibit “A” – Conservation and Environmental Protection Requirements

Numerous locations within Catalina Island’s interior are designated as **Environmentally Sensitive Conservation Areas**. The following obligations and requirements must be strictly complied with and observed:

- 1. Do not feed, handle or in any way interact with the Catalina Island foxes.** The Catalina Island fox is a listed species under the Federally Endangered Species Act due to a recent near-extinction event on the island (exposure to canine distemper virus). Although cute and very curious, **the foxes should not be fed, attracted to the camps, harassed or played with in any way.** These activities can inadvertently bring the foxes in contact with moving cars, pets and pet diseases. Any contact with the foxes, even unintentional, needs to be reported to the onsite Property Supervisor/Ranger immediately.
- 2. Do not leave food or food wastes unattended and make sure containers containing food wastes are contained.** Ravens, gulls, squirrels and rodents can become a nuisance for you and those that follow if food is left lying around. Island foxes are also attracted to unattended food and have even been found rummaging through garbage cans and getting into tents where food is kept in open containers. Permittee must remove all trash from area used.
- 3. Do not approach marine mammals.** For your own protection and in accordance with federal law you should avoid marine mammals on the beach. Although these animals rarely haul out on beaches, many sea lions have recently washed up dead on several island beaches because of a naturally occurring shellfish toxin, domoic acid. There is no known antidote. If an animal does wash up on the beach, alert your assigned Property Supervisor/Ranger who will make the appropriate disposal arrangements.
4. Many areas of the Island’s Interior contain Native, Sensitive and Rare Plants, all of which are strictly protected by the Conservancy and by other State and Federal legislations and are particularly sensitive to trampling and/or disturbance. Please **do not trample or disturb plants.**
- 5. Do not climb on cliff faces.** These cliffs support rare and unique island plants. Stay within the delineated areas for the project.
6. Undisturbed beach and dune areas are rare on Catalina, as are the plants that inhabit them. **The Conservancy has designated and delineated areas of sensitive plants or habitats that need to be avoided.** Consult with your assigned Property Supervisor/Ranger if there are any questions or doubts about where these areas are.
- 7. Do not pick flowers and/or plant parts** – they may be rare or unusual and found in only a few places in the world.
- 8. No driving of any vehicle off existing roads** except in clearly designated roadways or ingress and egress areas. This also applies to driving on the beach, through sand dunes, through open fields, etc. The foregoing notwithstanding, and subject to all other restrictions

imposed by this Permit, Permittee may operate motor vehicles on the beach, with prior approval, to the extent necessary for Permittee to accomplish the permitted use of the Property.

9. No grading is permitted on Conservancy lands without express written permission. We understand that you may need to temporarily move small rocks. These areas must be returned to their original state upon completion. Clearing or erasing of footprints in the beach area and/or dunes must be done with hand rakes and you must avoid deep raking. There are numerous rare organisms that live in the sand and that can only sustain ascertain levels of disturbance.

10. No smoking except at designated sites to be determined and enforced by Property Supervisor/Ranger(s).

Exhibit “B” – Specifics of Shooting Schedule/Requirements

INSERT SHOOT SCHEDULE HERE

Exhibit "C" – Fee Schedule Estimate

Basic Fee for Permit (\$5,000/day):	\$ TBD
Ranger for shoot @ \$85/hour (4 hour minimum)	\$ TBD
Car and Driver – one (1) Suburban or equivalent @ \$200/day (up to 8 hours)	\$ TBD
TOTAL:	\$ TBD