

LOCATION RELEASE

| <mark>Owner:</mark> | |
|------------------------|--|
| Producer: | |
| Location Name: | |
| Location Address: | |
| Date(s) of Shoot: | |
| Project: | |
| Materials: | |
| Compensation (if any): | |

1. <u>Rights</u>. Producer and its employees and contractors are authorized to be at the Location on the Date of Shoot. Producer may bring its crews, actors and equipment. Producer may construct temporary sets and will restore the Location to its original condition, ordinary wear and tear excepted. Producer may use, and authorize others to use, the following for all commercial purposes: (i) the name of the Location and all related trademarks and service marks, and (ii) the name, image, likeness, voice, and persona of all individuals appearing in the Materials who are employed by or contractors of Owner. Owner authorizes Producer to take photos and create videos of all paintings, photographs and works hung on the wall or otherwise in the Location, and to use those photos and videos.

2. <u>Warranties and Representations</u>. The person signing below on behalf of Owner represents that he or she is authorized by Owner to sign this Release. Owner represents that it has obtained all necessary rights and consents of all third parties who may assert any of the rights Owner is granting to Producer by this Release.

3. <u>Responsibilities</u>. If Producer negligently causes injury or property damage on the Date of Shoot, it will defend Owner in any lawsuit brought against Owner for such injury or damage. If Owner negligently causes injury or property damage, or if a legal claim is brought against Producer regarding the rights granted to Producer above, Owner will defend and indemnify Producer in connection with any legal claim brought against Producer.

4. <u>Limitations.</u> Except for each party's obligation to defend and indemnify the other in the previous paragraph, no party will be liable to the other for any special or consequential damages (such as lost profits or business interruption) that may arise because of the Producer or its employees or contractors being on the Premises.

5. <u>Compensation</u>. Producer will pay to Owner the amount of Compensation (if any) set forth above. If no amount is listed above, or \$0 is listed, Producer will have no obligation to pay any amounts to Owner.

6. <u>General</u>. If any court finds any portion of any provision of this Release to be unenforceable, that portion will be deemed modified to the least extent necessary to make it enforceable. This Release is governed by Florida law. Any dispute must be brought in a Florida court. This Release is the entire agreement between the parties with respect to its subject matter. Any change to this Release must be in writing and signed by both parties.

The individuals signing below are authorized by the party on whose behalf they are signing:

| Producer | Owner |
|---------------|---------------|
| Ву: | Ву: |
| Printed name: | Printed name: |
| Title: | Title: |
| Date: | Date: |

Eastern Kentucky PRIDE, Inc.