

**Billy Bob's Texas Investments LLC
2520 Rodeo Plaza
Fort Worth, TX 76164**

Location, Release and Indemnity Agreement

Producer	
Address	
Fax: Email:	
Effective Date	
Production	Production Dates
Production Period	Production Times
Location Fee	
Production Location	
Special Provisions	

This Location and Release Agreement (this "Agreement") is entered into by and between Billy Bob's Texas Investments LLC, a Texas limited liability company (the "Company"), and Producer (as identified above) to be effective as of the Effective Date (as set forth above). Each of the Company and Producer are referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Producer desires to utilize Billy Bob's Texas (the "Location") for the Production, and the Company desires to grant Producer the right to utilize the Location on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the covenants set forth below, the Parties hereby agree as follows:

1. Grant of Access. The Company hereby grants Producer and its employees, contractors, and agents the right during the Production Period: (a) to enter, remain on and occupy the Location with personnel and equipment for the purpose of recording, filing, taping and/or photographing in connection with the Production, (b) to make audio and video recordings on and of the Location (including, if noted above in Special Provisions, any trademarks, tradenames and logos owned or controlled by the Company); and (c) edit, broadcast, or transmit such recordings. Producer agrees not to interfere with the normal operation and occupancy of the business at the Location and agrees that the Company shall at all times have authority to control Producer's access to the Location beyond the Production Location. Producer further agrees that the Company may direct Producer's parking in connection with the use of the Location.
2. Consideration. As consideration for the rights granted pursuant to this Agreement, Producer shall pay the Location Fee.
3. Terms of Use. Producer may place all necessary facilities and equipment, including temporary sets, on the Location, and agrees to remove same after completion of work and leave the Location in as good condition as when received including, but not limited to, placement of all signage, furniture, and equipment of Company. In connection with the Production, unless noted in Special Provisions above, Producer may only refer to the Location by its correct name, and not by any fictitious name. Producer shall attach as Exhibit A a general description of the events to be recorded on the Location in accordance with this Agreement, and the Production shall not reasonably deviate from such description without the written consent of the Company.
4. Representations and Warranties of Producer. Producer hereby represents and warrants to the Company that (i) Producer has all rights to perform or conduct the Production, (ii) the Production shall comply with all state,

local and federal laws, regulations, codes and ordinances in connection with Producer's use of the Location including but not limited to all labor, copyright, and trademark laws, and (iii) the production shall not contain any nudity, or in the sole discretion of the Company, portray an activity that shall negatively reflect on the Location; and (iv) Producer has obtained all necessary consents, releases, copyrights, trademarks, licenses and other authorizations required for Producer's use of the Location and any subsequent publication of same. Producer acknowledges that it has inspected or has had the opportunity to inspect the Location and agrees that the Company makes no representations or warranties, express or implied, regarding the suitability of the Location for Producer's intended use.

5. Indemnification. Producer agrees to protect, indemnify, and hold harmless the Company and its respective directors, officers, employees, volunteers, agents, contractors and representatives (collectively the "Indemnified Parties") from and against any and all claims, expenses, damages, liabilities, suits, actions, judgments, and costs, including reasonable attorneys' fees, arising out of, or in any way connected with, any claim or action resulting from: (i) the Production and Producer's use hereunder of the Location; (ii) the distribution or exhibition of the Production, including without limitation, any infringement claims, (iii) any injuries or physical damage to the Location proximately caused by Producer, or any of its representatives, employees or agents; or (iv) any failure by Producer to fulfill any of its obligations under this Agreement or to comply with the terms hereof, REGARDLESS OF WHETHER SUCH CLAIM, EXPENSE, DAMAGE, LIABILITY, SUIT, ACTION, JUDGMENT OR COST RESULTS FROM THE SOLE, EXCLUSIVE OR JOINT NEGLIGENCE OF THE COMPANY.
6. Release of the Company. PRODUCER, ON BEHALF OF ITSELF AND ITS SUCCESSOR, ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, AND REPRESENTATIVES HEREBY FOREVER RELEASES THE COMPANY AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY "RELEASEES") FROM ANY AND ALL ACTIONS, CLAIMS, OR DEMANDS THAT PRODUCER, ITS ASSIGNEES, HEIRS, AND LEGAL REPRESENTATIVES NOW HAVE, OR MAY HAVE IN THE FUTURE, FOR INJURY, DEATH, OR PROPERTY DAMAGE, RELATED TO (I) THE PRODUCTION OF THE PRODUCTION, (II) THE NEGLIGENCE OR OTHER ACTS, WHETHER DIRECTLY CONNECTED TO THE PRODUCTION OR NOT, AND HOWEVER CAUSED, BY ANY RELEASEE, OR (III) THE CONDITION OF THE PREMISES WHERE THESE ACTIVITIES OCCUR, WHETHER OR NOT UTILIZED IN THE PRODUCTION. PRODUCER ALSO AGREE THAT PRODUCER, ITS ASSIGNEES, HEIRS, AND LEGAL REPRESENTATIVES WILL NOT MAKE A CLAIM AGAINST, SUE, OR ATTACH THE PROPERTY OF ANY RELEASEE IN CONNECTION WITH ANY OF THE MATTERS COVERED BY THE FOREGOING RELEASE.
7. Remedies of the Company. Immediately upon any breach of Producer's obligations under this Agreement or any of the representation and warranties of Section 4, the Company may terminate this Agreement and Producer's right of access to the Location upon notice and pursue all available remedies at law or in equity.
8. Limitation of Damages. Producer agrees that under no circumstances will the Company be liable to Producer for any actual, consequential, special, punitive or exemplary damages and that Producer's sole and exclusive remedy in the event of a breach of this Agreement by the Company shall be a return of the Location Fee.
9. Copyright. All copyrights in any images or sounds recorded or made at or on the Location vests with Producer who may use or not use the same on, in relation to or in connection with the Production in any way Producer deems fit.
10. Insurance. Producer shall, at its sole cost and expense, procure and maintain in full force and effect comprehensive general liability insurance insuring against loss, damage and liability for injury or death to person, and loss of or damage to property, occurring in connection with Producer's use of the Location in a minimum amount of \$1,000,000 or in such greater or lesser amounts as the Company deems sufficient in its sole discretion. Producer agrees to provide written proof of insurance if requested by the Company
11. Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and is performable in Tarrant County, Texas. The Parties agree that the sole and exclusive forum for any disputes between or among the Parties shall be in a court of competent jurisdiction in Tarrant County, Texas. The Parties further agree that venue for any dispute related to this Agreement shall solely be in a court of competent jurisdiction in Tarrant County, Texas.

12. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of law thereof. All notices given to a Party hereunder shall be deemed given if hand delivered (including at the Location), sent by first class mail with postage prepaid, overnight courier, to the address of such party set forth above, or by email or fax to the number or email address set forth above. No rights or obligations under this Agreement may be assigned by a Party without the prior written consent of the other Party. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, agreements and representations whether oral or written. No supplement, modification or amendment of this Agreement will be binding unless in a writing which states that it is an amendment of this Agreement, and which is signed by an authorized representative of each Party. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument, and a signature to any one of such counterparts shall be deemed to be a signature to all such counterparts.

IN WITNESS WHEREOF, the undersigned have executed, or caused to be executed, this Agreement to be effective as of the Effective Date.

Producer: _____

Company: Billy Bob's Texas Investments LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Production Details