**Location Agreement**

**(*FOR USE ON ALL fmdc-MANAGED PROPERTIES*)**

This Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_, 20\_\_, by and between \_\_\_\_\_\_\_\_\_ (“Producer”) and State of Missouri-Office of Administration (“Lessor”), with respect to Producer’s use of Lessor’s property (the “Premises”) known as the “Missouri State Penitentiary” located at 115 Lafayette St, Jefferson City, MO 65101 in connection with the audio-visual production currently entitled “Thus always to Tyrants” (“Project”). For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows.

1. Rights: Lessor hereby grants to Producer, its employees, agents, representatives, successors, assigns and licensees permission to bring personnel, equipment, facades, props and effects, onto the Premises and to remove same and to film, videotape, make still photographs and sound recordings (collectively, the “Photographs”) on the Premises for the Project and to use owner’s/Lessor’s name, logo, trademarks, signs, marks or slogans, as depicted in, on, and/or about the Premises, as agreed to by the parties.

Lessor also hereby grants to Producer the right, but not the obligation, to use any and all Photographs made hereunder, in or in connection with the production, exhibition, distribution, and exploitation of the Project, any part of the Project, or other production as Producer determines, in all media, now known or hereafter devised, throughout the universe, in perpetuity, subject to the provisions of this Agreement.

Subject to compliance with the terms of this Agreement, Producer shall own all rights in and to the Project, or any portion thereof, the Photographs made hereunder, subject to the provisions of this Agreement.

Producer may rely upon this Agreement in preparing, distributing and publishing the Project and any other production.

1. Term: Lessor agrees that Producer shall have the right to utilize the Premises commencing on or about \_\_\_\_\_\_\_\_ beginning at approximately \_\_\_\_ and continuing until approximately \_\_\_\_ expiring at \_\_\_\_ on \_\_\_\_\_ (the “Term”). If, because of the illness or unavailability of any Producer personnel, weather conditions or any other occurrence beyond Producer’s control, Producer is unable to proceed with the development, pre-production or production of the Project at any time during the Term, the Term may be extended or the Premises used at a later date and time to be mutually agreed upon by the Lessor and Producer.
2. Liability: Producer agrees to leave the Premises in the same order and condition as received from Lessor. Producer shall indemnify Lessor for any actual injury or damages to the Premises directly caused by Producer’s activities on the Premises, (or Lessor’s contents, personal property, and fixtures on the Premises) (whether by act or omission of Lessor and its agents), provided that Lessor shall submit written notice of any such claim to Producer within thirty (30) days following occurrence of any such injury or damage for which Lessor claims damages, and Lessor shall permit Producer to inspect that portion of the Premises alleged to be damaged and shall cooperate with Producer in resolving such injury or damage.
3. Prior Review: The Lessor shall approve the script, storyboards and related pre-production material for the Project to be produced pursuant to this Agreement, prior to utilization of the premises in connection with this Agreement. The Producer shall submit the pre-production items required pursuant to this paragraph to the Lessor for its consideration and review in a digital format that can be readily viewed on a personal computer utilizing a Microsoft Windows operating system. The Producer shall anticipate that this consideration and review may be completed within approximately two weeks from the time that it is furnished to the Lessor. The Lessor shall inform the Producer in writing of its approval of the proposed production; or shall detail its objections in writing to the Producer, who may then make any requested changes to the proposed production and again submit the revised pre-production material for consideration and review by the Lessor.
4. General Conditions of Use: Producer agrees as follows:
   1. Producer, its employees, agents and invitees are responsible for the proper use and care of the Premises solely in connection with Producer’s utilization of the Premises as provided hereunder. The Producer will be liable for the replacement cost of any of Lessor’s property that is damaged, destroyed or lost.
   2. Producer agrees to clean up or restore the Premises immediately after usage to the same condition provided to Producer at the commencement of the Term. Costs will be assessed for clean up by Lessor if Producer’s cleanup is not satisfactory.
   3. Producer acknowledges that it has inspected the Premises and that it is satisfied that the Premises have the capacity and capability to accommodate the use contemplated under this Agreement. Producer shall abide by all governmental rules and regulations in its use of the Premises.
   4. Producer agrees to perform its activities allowed by this Agreement in the least intrusive manner so as not to disturb the atmosphere of the Premises and the governmental and public activities therein.
   5. Producer agrees that there will be no pyrotechnics, stunt shots, or other dangerous or hazardous activities undertaken in or about the Premises.
   6. Producer agrees to comply with all of Lessor’s building and premises rules and regulations.
   7. Producer acknowledges that there are construction worksites which may be active during the filming period requested. Producer agrees to not interfere with any construction work, or work related thereto, that may be occurring at the Premises during filming.
5. Third-Party Release: Producer agrees that no filming, photography or other depiction of any person, including members of the public, employees or staff, will be done without specific written releases from each of such persons.
6. Security: Producer shall be solely responsible for the security of its equipment and of its personnel and invitees on Lessor’s property. In the event that the Producer desires special security services or measures, the provisions of services or measures shall be determined between the Producer and the Lessor. The Producer is responsible for all costs of such special security.
7. Filming of Works of Art: Producer acknowledges that Lessor may not hold or own copyrights related to any of the works of art located throughout the Premises. Producer agrees to obtain the advance consent of the individual artist and/or copyright holder prior to filming, taping, recording or photographing any work of art exhibited on the Premises. Producer agrees to release, indemnify and hold harmless Lessor from and against any third-party claim relating to the unauthorized use, filming, taping, recording or photographing of any work of art located on the Premises.
8. Insurance: Producer shall provide Lessor with proof of insurance sufficient to cover the operations and activities to be carried out on the Premises. Throughout the term of the Agreement, Producer shall maintain, at its sole expense, the following minimum insurance coverage: (i) commercial general liability insurance with minimum limits of $1,000,000 per occurrence, and (ii) workers compensation insurance as required by all applicable workers compensation laws, for its protection and the protection of the Lessor. The certificate shall indicate that the policy carries an endorsement which names the State of Missouri and its officials, agents and employees as additional insureds. The company’s policy shall be primary and shall be issued in a form acceptable to the Lessor. Any insurance carried by the Lessor shall be noncontributing. The certificate shall contain a statement that the policy shall not be allowed to lapse or be canceled without notification of Lessor at least thirty (30) days prior to the effective date of cancellation.

The Producer shall immediately notify Lessor if the Producer’s Commercial General Liability insurance contains any restrictive endorsements other than those restrictive endorsements normally included or standard ISO Commercial General Liability occurrence or claims made forms. The absence of a demand for any type of insurance certificates or policy shall not be construed as a waiver of the Producer’s obligations to carry and maintain the appropriate insurances at limits that are appropriate to the liability exposure associated with this Agreement, and to ensure that its agents/subcontractors maintain appropriate insurance at all times. Producer shall assume all risk and responsibility for the actions of its agents and/or subcontractors on the Premises. Lessor does not represent that coverage and the limits specified herein will necessarily be adequate to cover Producer’s liability for any activities within the scope of this Agreement.

1. Indemnification: Producer shall release, indemnify, defend, and save harmless the State of Missouri, its officials, employees and agents, from and against all claims, suits, actions, damages, or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the use of the Premises for which this Agreement is entered into and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney’s fees, expenses, and liabilities incurred in or by reasons of the defense for any such claim, suit or action and the investigation thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the State of Missouri as are provided for by law. This provision shall survive the termination of this Agreement.
2. No Joint Venture: It is expressly understood that by making the Premises available to Producer, Lessor is not entering into any type of joint venture agreement with Producer, nor is it acting as an agent of or for Producer.
3. Termination: If Producer fails to fulfill any obligation specified in this Agreement, or the intended use or activity to be conducted is not as described in this Agreement, Lessor may cancel this Agreement, upon written notice to Producer. Lessor shall have no liability for such a cancellation.
4. Force Majeure: Lessor does not guarantee the uninterrupted use of the Premises as contemplated under this Agreement, in the event that the use of the Premises is suspended or delayed by reason of fire, storm, explosion, strike, lockout, labor dispute, casualty, accident, lack of failure of sources of supply or labor, fuel supply, acts of God or of the public enemy, riots, interferences by civil or military authorities In compliance with the laws of the United States of America or the laws, orders, rules and regulations of any governmental authority, or by reason of any other cause beyond Lessor’s control, or for emergency inspection, cleaning, repairs, replacements, or alterations which Lessor determines in its sole discretion must be made.
5. Miscellaneous:
   1. No Assignment: Neither party may assign this Agreement without the prior written consent of the other party.
   2. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto.
   3. Severability: If any Agreement provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of this Agreement shall remain valid and enforceable.
   4. Waiver: The waiver by either party of a breach of a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.
   5. Survival: Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and continue to be effective and enforceable.
   6. Compliance with Applicable Laws: The parties shall comply with all federal, state, and local laws in performing the terms of this Agreement.
   7. State Liabilities: The Lessor’s responsibilities and liabilities, if any, will be governed by applicable state law, and the Lessor does not by this Agreement, or will not, waive any applicable defense or immunity, including sovereign immunity.
   8. Governing Law/Venue: This Agreement shall be governed by the laws of the State of Missouri, and the State and Federal Courts located in Cole County, Missouri shall have exclusive jurisdiction over any disputes arising from or related to this Agreement.
6. Lessor’s Responsibilities: Lessor hereby represents and warrants that Lessor is the authorized representative of the owner of the Premises and has the authority to grant Producer the rights herein granted.
7. No Obligation To Use: Notwithstanding any other provision of this Agreement, Producer shall have no obligation to use the Premises or to include the Premises in the Project, or to produce, release, publish distribute or otherwise make use of the Project.
8. Headings. The paragraph headings utilized herein are for convenience only, and they shall not affect the interpretation of any provision of this Agreement.
9. Entire Understanding: This Agreement sets forth the entire understanding of Lessor and Producer concerning the subject matter and replaces any and all prior and contemporaneous agreements, whether written or oral, concerning that same subject matter. This Agreement may not be changed except by written agreement signed by both parties hereto. Lessor acknowledges that Lessor has not been induced to enter into this Agreement by any representation or promise not contained herein.

**ACCEPTED AND AGREED**:

PRODUCER LESSOR

STATE OF MISSOURI

OFFICE OF ADMINISTRATION

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit “A”**

**CONSENT AND RELEASE FORM**

I hereby authorize and irrevocably grant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Producer), and those acting pursuant to its authority to:

1. Record my likeness and voice on a video, audio, photographic, digital, electronic or any other medium.
2. Use my name in connection with these recordings.
3. Use, reproduce, exhibit or distribute these recordings in perpetuity in any and all media throughout the universe (including but not limited to print publications, video tapes, non-theatrical, home video, CD-ROM, internet and any other electronic or other medium presently in existence or invented in the future) for any purpose that the State of Missouri and/or the Producer, and those acting pursuant to its authority, deem appropriate, including promotional recruiting, advertising and any commercial or non-commercial use.

I hereby release the State of Missouri and its officials, agents and employees, successors, and assigns and the Producer from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that I may hereafter have from liability for any violation of any personal or proprietary right I may have in connection with such use of my likeness, voice, or name in any medium. I understand and agree that all such recordings, in whatever medium, shall remain the property of the Producer. I have read and fully understand the terms of this release.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Parent/Guardian Signature (if under 18) Date