

**“COAT OF MANY COLORS 2”
LOCATION AGREEMENT**

Date of Agreement	June 23, 2016
Property Name and Address (“Premises”)	Gaither Plantation 270 Davis Ford Rd., Covington, GA 30014
Property Owner (“Owner”)	Newton County, Georgia, a political subdivision of the State of Georgia 1124 Clark Street, Covington, GA 30014
Production Company (“Production Company”)	Bonanza Productions Inc.
TV Pilot/Series/Movie Name (“Project”)	“COAT OF MANY COLORS 2”
Dates of Use (“Term”)	(Prep) June 27-July 1, July 5, July 11-15 = 11 days (Hold) July 16-17, July 23-24 = 4 days (Shoot) July 18-22, July 25-27 = 8 days (Wrap) July 28-29 = 2 days (It is understood that a wedding will take place at the property on July 22-23)
License Fee (“Fee”)	(Prep) 11 days @ \$750.00 = \$8250.00 (Hold) 4 days @ \$750.00 = \$3000.00 (Shoot) 8 days @ \$1000.00 = \$8000.00 (Wrap) 2 days @ \$750.00 = \$1500.00 TOTAL FEE: \$20,750.00 (twenty thousand, seven hundred fifty dollars and zero cents)

1. In consideration for the Fee set forth above, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, Owner hereby grants to Production Company, and its agents, licensees, assigns employees, independent producers, contractors, suppliers and other persons connected with the Project the following irrevocable rights with respect to the Premises:

(a) To enter and remain upon the Premises with personnel, equipment and sets for the sole and express purpose of recording and photographing (still or moving) scenes live or on tape, film or by any other process on the Premises during the Term. If weather conditions, production exigencies, or an event of force majeure makes the Date(s) impracticable, then such Dates may be postponed to another date as agreed upon by Production Company and Owner. Such permission shall continue until completion of all scenes and work required. If the event of force majeure affects only the Premises and the Premises is not readily available when needed by Production Company, then Production Company shall have the right to terminate this Agreement with no obligation to Owner and Owner shall refund any and all monies paid to Owner by Production Company. At any time within six (6) months from the Date(s) Production Company completes its use of the Premises, Production Company may, upon written notice to Owner and Owner’s prior written approval, re-enter and use the Premises on such other dates as mutually agreed upon in writing by Owner and Production Company to photograph re-takes, added scenes, etc., upon the same terms and conditions contained in this Agreement.

(b) To photograph (still or moving) and record the exterior and interior of buildings, (“Buildings”) and other structures (“Structures”), including, but not limited to, signs, furniture, and pictures contained in or on such Buildings and/or Structures, which are on the Premises and to photograph (still or moving) and record any animals on the Premises.

(c) To change the location of and/or replace furnishings in Buildings located on the Premises for the purpose of photographing (still or moving) and recording scenes pursuant to this Agreement; provided however, that Production Company shall return and put back all such furnishings to their rightful place prior to vacating the Premises.

(d) To use the name of the Premises and/or the name of any Buildings or Structures located on the Premises or to represent each of the foregoing as another real or fictional location, or use a fictional name, in connection with Production Company's use of the recordings and photographs (still or moving) made pursuant to this Agreement.

(e) To construct and photograph a set duplicating all or part of the Premises and Buildings or Structures (including but not limited to, any signs or any interiors of Buildings and Structures).

(f) To use all recordings and photographs (still or moving) made by Production Company pursuant to this Agreement in the Project or other projects in all media now known or hereafter devised throughout the universe, in perpetuity, including the in-context advertising and promotion of the Project and customary in-context clip licensing and freely assign such rights. Owner acknowledges that (i) Production Company owns any and all rights in and to such recordings and photographs (still or moving), and (ii) neither Owner nor any party now or hereafter claiming any interest in the Premises shall have any right or claim against Production Company arising from or based on any use of exploitation of such photography (still or moving), as provided in this Agreement, where such use is or claimed to be defamatory, untrue or censurable in nature.

(g) To remove any and all of its sets, structures, and other materials and equipment from the Premises upon completion of the term of this Agreement.

(h) To assign this Agreement to any entity(ies) which succeed substantially to all of Production Company's business, provided that Production Company shall remain liable for the Fee.

2. In addition to the permit application fee, a deposit in the amount of half of the full Fee is due in advance of any filming for the reservation of the Premises. The remaining portion of the Fee is payable upon completion of all work contemplated. Production Company is not obligated to actually use the Premises or produce the Project and include material photographed or recorded hereunder in the Project. Owner understands that if Production Company does not use the Premises, Production Company is not obligated to pay Owner the compensation set forth above. In addition, if for any reason Production Company does not require the use of the Premises for all of the Date(s) set forth above, then such compensation shall be prorated based upon the number of prep/strike days and film days actually used. Owner acknowledges that Production Company is relying on the rights granted by Owner and that any breach by Owner of this Agreement will cause Production Company irreparable damage which cannot be fully compensated for by money damages.

3. Owner warrants, represents, and agrees that (a) Owner has the sole right and authority to enter into this Agreement and grant to Production Company all of the rights set forth herein and sign this Agreement; (b) it is not necessary for Production Company to obtain the consent of any other person or entity in order to exercise the rights granted to Production Company herein; and (c) Owner has been informed of the scene being filmed and fully understands such scene and how the Premises is being used and/or depicted.

4. Production Company agrees to remove any and all of its sets, structures, and other materials and equipment from the Premises upon completion of the term of this Agreement.

5. Owner agrees that Owner has not paid any money or other valuable consideration to Production Company for the inclusion of the Premises in the Project, nor has Owner paid any money to anyone or accepted any money from anyone for the inclusion of any plug, reference, or product identification on the Premises.

6. In the event of an uncured breach by Production Company hereunder, Owner shall not have the right to injunctive relief with respect to the exhibition and/or exploitation of the Project or any element thereof.

7. Any dispute for damages between the parties arising under this agreement shall be resolved by binding arbitration in Georgia, pursuant to the JAMS Streamlined Arbitration Rules and Procedures or the Arbitration Rules of ADR Services Inc. The arbitrator shall be a retired judge or justice of any Georgia state or federal court with substantial experience in the entertainment industry. The arbitrator shall follow Georgia law in adjudicating the dispute.

This Agreement, together with Newton County Ordinance 0-110315 Governing Motion Picture, Television and Photographic Productions, Production Company's permit application and Indemnification and Hold Harmless Agreement, constitutes the complete understanding of the parties with respect to the subject matter of this agreement and cannot be changed except by an instrument in writing signed by the parties. This Agreement shall be governed by the laws of the State of Georgia applicable to contracts entered into, executed, and wholly performed within the State of Georgia.

ACCEPTED AND AGREED:

"OWNER:"

By:

Title:

[SEAL]

ACCEPTED AND AGREED:

"PRODUCTION COMPANY"

By:

Title:

[SEAL]

Attest:

By:

Its:

(Assistant)

Corporate

Secretary

By:

Its: County Clerk

Attest: _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is effective as of this 23rd day of June 2016, by and between **NEWTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Newton County Board of Commissioners ("County"), and Bonanza Productions Inc. [insert full legal name], a Georgia Corporation [insert State where Consultant entity was formed (e.g., Georgia) and the type of entity (e.g., corporation, limited liability company, partnership, etc.)], ("Applicant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the Applicant desires to obtain a film and television production permit from the County; and

WHEREAS, a permit is required for any filming activity taking place within unincorporated Newton County; and

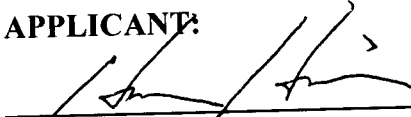
WHEREAS, the County requires that any applicant for a film permit sign an indemnification and hold harmless agreement for the benefit of the County; and

WHEREAS, the public interest will be served by this Agreement;

NOW, THEREFORE, for and in consideration of receiving a film and television production permit to film within unincorporated Newton County, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Applicant hereby covenants and agrees to take and assume all responsibility for Applicant's activity connected with the Applicant's filming within Newton County, except for that which results from the negligence or willful misconduct of the County, its representatives, officers, directors, employees, contractors, and agents.. The Applicant shall bear all reasonable losses and damages directly resulting to it and/or the County on account of the performance or character of any production pursuant to the issuance of the film and television production permit to Applicant, except for that which results from the negligence or willful misconduct of the County, its representatives, officers, directors, employees, contractors, and agents. Applicant shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, reasonable costs, expenses and liability of any kind whatsoever, including but not limited to reasonable outside attorney's fees and reasonable costs of defense ("Liabilities"), which arise from or are the result of willful, negligent or tortious conduct arising solely out of the operations by the Applicant, any subcontractor, anyone directly employed by the Applicant or subcontractor or anyone for whose acts the Applicant or subcontractor may be liable in connection with the production referenced in the permit, except for that which results from the negligence or willful misconduct of the Indemnified Parties. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall

not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party, by any employee of the Applicant, its subcontractor, anyone directly employed by the Applicant or subcontractor or anyone for whose acts the Applicant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Applicant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of the permit, provided that the claims are based upon or arise solely out of actions or omissions by Applicant during the production referenced in the permit.

APPLICANT:


By: Hudson Hickman
Its: Line Producer

[CORPORATE SEAL]
(required if corporation)

~~Attest: _____
By: _____
Its: _____
(Assistant) Corporate Secretary (required if corporation)~~