

SET DRESSING RENTAL AGREEMENT — OUTSIDE VENDOR

"DIARY OF A WIMPY KID: THE LONG HAUL" — Newton County Georgia

Set Dressing Rental Agreement ("**Agreement**") dated as of September 20, 2016 whereby NEWTON COUNTY GEORGIA ("**Lessor**"), Federal I.D. #58-6000870 with offices located at 1124 Clark St., Covington, GA 30014 has agreed to rent to TWENTIETH CENTURY FOX ("**Fox**"), a Delaware corporation, the Set Dressing described below during the lease period set forth and grants Fox permission to photograph, record and use the Set Dressing in the production of the motion picture currently entitled "DIARY OF A WIMPY KID: THE LONG HAUL" ("**Picture**").

1. **SET DRESSING:** The leased set dressing shall be one 12'x14' silo ("**Set Dressing**").
2. **TERM:** The period of this lease shall be from September 21, 2016 through October 15, 2016 ("**Term**"). If requested by Fox, the Term may be extended upon written notice to and approval of Lessor provided Lessor may charge Fox additional fees for any such additional use.
3. **COMPENSATION:** Subject to Fox's receipt of this Agreement fully signed by Lessor and Fox, Fox shall pay Lessor the flat fee of **\$1,000**.
4. **REPRESENTATIONS AND WARRANTIES:** Lessor hereby represents, warrants and agrees that (a) it is either the legal owner or authorized agent of the Set Dressing and of all rights necessary to grant to Fox the rights herein granted; (b) no other consents or approvals are required in connection with such rights as contemplated by this Agreement; and (c) it is not necessary for Fox to pay any amount to any person, firm or corporation other than Lessor in order to enable Fox to enjoy the full rights to use the Set Dressing as described herein.
5. **RIGHTS:** All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Set Dressing by Lessee (whether or not any part hereof is actually utilized in the Picture or not), shall be and remain the sole and exclusive property of Lessee, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Lessee shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither Lessor nor any other party now or hereafter claiming an interest in the Set Dressing and/or interest through Lessor shall have any right of action against Lessee or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings. Lessee acknowledges that it has no ownership interest in the Set Dressing except to include it in the Picture and as otherwise provided herein. Nothing contained in this Agreement shall be construed as granting to Lessor any ownership, license(s) or permission(s) whatsoever in connection with any commercial use of the Set Dressing in connection with the Picture, including without limitation, the title of the Picture, any character name(s), any actual name(s) and/or likeness(es) of any

individual(s) rendering services of any kind on the Picture, or any other images, associations, and/or references.

6. **INSURANCE**: Fox shall at all times, maintain adequate production insurance including general liability and property damage insurance to cover any and all costs, expenses and losses relating to the Set Dressing when the Set Dressing is in the care, custody and control of Fox.

7. **CONFIDENTIALITY**: Lessor agrees not to, at any time, disseminate, publish, state, or in any manner disclose information describing details about the specific use of the Set Dressing in the Picture. However, nothing herein shall require Lessor to keep this Agreement or its terms confidential, as this Agreement will be public record as required by Georgia law. Additionally, nothing herein shall apply to information subject to disclosure under the Georgia Open Records Act (O.C.G.A §50-18-70, et seq.) and no part of this Agreement shall prohibit either party from disclosing information to the extent required by law or court order.

8. **RESPONSIBILITY FOR DAMAGE TO SET DRESSING**: The Set Dressing is leased to Lessee on an "as-is" basis. During the term hereof, and while the Set Dressing is in the care, custody and control of Fox, Fox is responsible for loss, damage, or destruction of the Set Dressing, including but not limited to losses while the Set Dressing is in transit (provided Fox has arranged and paid for such transportation and Lessor is not transporting), during loading and unloading by Fox, while at any and all Fox locations, while in storage arranged and paid for by Fox, and while on Fox's premises. Unless otherwise agreed in writing, Fox shall be responsible to Lessor for the replacement cost value or repair cost value of the Set Dressing (if the Set Dressing can be restored by repair to its pre-loss condition) whichever is less, and provided Lessor provides Fox with written substantiation that such repairs have been made or written substantiation that Lessor has actually replaced such lost or stolen Set Dressing. Without such written substantiation, the Set Dressing will be replaced on an actual cash value basis. Any rental charges which accrue during the restoration and/or replacement time shall not be applied against the actual cost of restoring or replacing, however, said rental charges shall not exceed the replacement cost. Notwithstanding the foregoing, Fox shall not be liable or responsible for any damage to or loss of the Set Dressing, including accrued rental charges caused by: (i) Lessor's act(s) or omission(s); or (ii) material breach hereof by Lessor. In no event shall either party be liable for consequential damages.

9. **INDEMNIFICATION**: Except with respect to matters arising from a breach hereof by Lessor and/or the sole negligence or willful misconduct by Lessor, Fox shall release and indemnify Lessor and hold Lessor, Lessor's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers harmless from and against any and all third party claims, liability, judgments, losses, damages, costs and expenses, including penalties, interest, and reasonable attorney's fees and costs in the defense and disposition of such matters (other than with respect to any settlement entered into without Fox's written consent or claim which Fox has not been notified of at the commencement of such action) arising out of any third-party claim against Lessor resulting from Fox's use of the Set Dressing and shall provide Lessor with a defense, provided Lessor cooperates with Fox and follows Fox's reasonable instructions in connection with such claim. The indemnification obligations of Fox as herein stated shall survive any termination of this Agreement.

10. **REMEDIES:** In the event of any claim hereunder, whether or not material, Lessor shall be limited to the right to monetary damages at law, if any, and in no event shall Lessor be entitled to enjoin, restrain or interfere with the development, production, advertising, promotion, distribution, exhibition or exploitation of the Picture.

11. **NOTICES:** All notices hereunder shall be given in writing and sent by messenger, facsimile, or mail (postage prepaid). Any notice shall be effective upon the earlier of: (a) actual receipt; (b) the date of pickup by messenger (either local or by an express delivery service); (c) the date of faxing; or (d) 3 business days after the date of mailing. Notices to Lessor shall be sent to the address listed above. Notices to Fox shall be sent as follows: Mail: P.O. Box 900, Beverly Hills, California 90213, Attention: Legal Department. Messenger: 2121 Avenue of the Stars, Suite 1300, Los Angeles, California 90067, Attention: Legal Department. Fax: 310-369-8703.

12. **MISCELLANEOUS:** This Agreement may be amended or modified only by the written agreement of Lessor and Fox. Fox has authorized the individual signing this Agreement to bind Fox to the terms of this Agreement. This Agreement may be executed in counterparts.


13. **ENTIRE AGREEMENT:** This Agreement expresses the binding and entire agreement between Lessor and Fox with respect to the rental of this Set Dressing.

By signing in the space provided below, Lessor and Fox accept and agree to all of the terms and conditions hereof.

NEWTON COUNTY GEORGIA

("Lessor")

By


Title Chairman

TWENTIETH CENTURY FOX

("Fox")

By


Title Executive Producer



Attest:

Signature: *Jackie Smith*

Print Name: Jackie Smith

Title: County Clerk

Approved as to form:

Megan Martin
COUNTY ATTORNEY

Attest:

Signature: *Chip Clanton*

Print Name: CHIP CLANTON

Title: Production Coordinator