

Royal Goode Production

Location Agreement

Date: Effective as of APRIL 3, 2018  
Project: "Untitled" Production of a feature-length documentary film (the "Documentary") currently

Producer: Royal Goode Productions LLC

Grantor: Name: HOWARD BASKIN BIG CAT RESCUE  
Address:

Property: Description: 7106 RIVERWOOD BLVD TAMPA FL 33615  
Address: BIG CAT RESCUE 12802 EAST STREET TAMPA FL 33625

Location Fee: Waived

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. USE OF PROPERTY. Grantor hereby grants to Producer and its representatives, employees, contractors and agents (hereinafter collectively called "Producer") the right to (a) enter upon and use both exterior and interior areas of the Property for the purpose of recording scenes for the Documentary; (b) photograph the Property including the name, signs and identifying features of the Property, including, without limitation any trade names or trademarks which appear on the premises; (c) access to and egress to the Property with Producer's personnel and equipment for the purposes of filming, photographing and recording such material as may be desired by Producer; (d) photograph said premises, sets and structures and record sound for such scenes as Producer may desire, by means of film, tape, video device photography or any other medium.
2. TERM. The permission herein granted shall commence on the Commencement Date and shall continue until the completion of all scenes and work required on the Property in connection with the Documentary, but no later than the End Date. Producer will only be allowed on the premises during the Permitted Hours of Access.
3. CONDITION OF PROPERTY. Producer may place facilities and equipment, including temporary sets, on the Property and agrees to remove same after the completion of Producer's work and to leave the Property in as good condition as when received subject, however, to reasonable wear and tear. Signs on the Property may, but need not, be removed or changed by Producer; provided, however, that if such signs are moved or changed, they must be replaced in their original position.
4. AGENT-IN-FACT AND ACCESS. Grantor hereby designates Producer as its agent-in-fact with authority to act in conjunction with and/or on behalf of and in the name of Grantor to expel from the Property any individual not authorized to be present at the Property by either Producer or Grantor. Grantor also retains such rights. Producer shall not block access to the Property or adjacent properties to those lawfully entitled to same.
5. INDEMNITY; INSURANCE. Producer agrees to use reasonable care to prevent damage to the Property, and will indemnify Grantor and hold Grantor harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage resulting directly from any act on Producer's part in connection with the use of the Property as provided hereunder. Grantor shall authorize Producer to enter the Property to inspect said damages and Producer shall be given the opportunity to either correct the damage or make restitution in a timely manner. Producer shall obtain adequate property damage, personal injury and general liability insurance covering all of




Producer's activities on/or concerning Property.

6. GRANT OF RIGHTS. Grantor hereby irrevocably grants to Producer all rights in and to any and all materials created in connection with the use of the Property (the "Materials"), including, without limitation, the absolute and unrestricted right to record, copy, reproduce, adapt, alter, edit, use or not use, copyright, photograph, film, license, televise, publish, exhibit, disseminate and display the Materials, including, without limitation, in the Project and the publicizing, advertising and promotion thereof; the exploitations granted hereunder shall be without limitation and shall include the right to exploit the Materials in any other manner or media whatsoever now known or hereafter created, throughout the universe, in perpetuity (the rights granted herein shall collectively be referred to hereinafter as the "Rights").
7. CONSIDERATION. Grantor acknowledges that in the event no fees are paid in connection with this Location Agreement that the agreement nonetheless shall be enforceable in light of other consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.
8. POSTPONEMENT. The Commencement Date and any and all obligations of the parties hereto may be postponed for a period equal to the period of any Act of God, fire, strike or other labor controversy, law or other governmental regulation which hinders or prevents Producer's normal business operations or production of the Documentary or other event of force majeure (as such term is customarily defined). The postponed Commencement Date shall be subject to the mutual approval of Producer and Grantor.
9. ELECTION NOT TO PROCEED. Producer shall have no obligation to use the Property or include the Property in the Documentary. Should Producer elect at any time not to use said Property for filming or any other purposes (which Producer shall have the right to do), written notice thereof will be given by Producer to Grantor. If such written notice is given prior to Producer using the Property, Grantor shall not be entitled to any compensation and thereafter the parties hereto shall be released from any and all of their respective obligations hereunder.
10. GRANTOR WARRANTIES. Grantor warrants that it is the owner of, or agent of the owner of, the Property, that it has the full right and complete authority to enter into this Agreement, that the consent of no other party is necessary to effectuate the full and complete permission granted herein to Producer to use the Property as described above or to grant the rights conveyed to Producer hereunder.
11. WAIVER OF EQUITABLE REMEDIES. Grantor acknowledges that no breach of this Agreement by Producer or any third party shall entitle Grantor to injunctive or other equitable relief, it being agreed that Grantor's sole remedy in such event shall be an action at law for money damages, if any, actually suffered, and in no event shall Grantor be entitled to terminate this Agreement or to interfere or restrain the exploitation of the rights granted herein or the production, distribution, exhibition or other exploitation of the Documentary or any rights related thereto or any advertising or publicity undertaken in connection therewith.
12. NOTICES. All notices required hereunder shall be in writing and shall be given either by personal delivery by overnight mail or courier service, or by United States registered or certified or regular mail (postage prepaid), and shall be deemed given hereunder on the date delivered, or a date three (3) business days after the date mailed if mailed in the United States, and five (5) business days if mailed outside of the United States, notices to Grantor shall be sent to Grantor's address above and to Producer at Producer's address above.
13. MISCELLANEOUS. The Agreement contains the sole and entire agreement between Producer and Grantor with respect to the subject matter hereof and supersedes any and all other oral or written agreements and understandings between the parties with respect thereto. No waiver, amendment or modification of this Agreement or any provision hereof shall be valid unless in writing and signed by both parties hereto. The parties agree that this Agreement is intended to be subject to, and shall be enforced and construed pursuant to, the laws of the State of New York applicable

agreements wholly executed and performed therein. Producer may assign this Agreement and its rights hereunder to any third party. This Agreement shall inure to the benefit of and be binding upon the parties respective successors, licensees and assigns.

Royal Goode Productions

By: 

Its: Rebecca Chaiklin (Producer)

GRANTOR:

By: 

Its: HOWARD BASKIN