

## LOCATION AGREEMENT

**THIS AGREEMENT** (the "Agreement") is entered into as of \_\_\_\_\_, 201\_ between Bull Film, LLC ("Production Company") with an address of 11408 Hunters Lane, Austin, TX 78753, and **Brazos County, Texas** ("Lessor"), with an address of **200 South Texas Ave., Bryan, Texas 77803** (each a "Party" and collectively, the "Parties") regarding the use of the Premises (as described below) in connection with the production of the motion picture tentatively titled "*Bull*" (the "Picture").

1. The "Premises" refers to the premises located at:

**Brazos County Detention Center  
1835 Sandy Point Rd  
Bryan, Tx 77807**

- Areas of activity shall be limited to the Low Risk Unit, Outdoor Court Yard, Visitation Area Waiting Room, and Phone Visitation Area.
- Production acknowledges that the Check-In window in the Visitation Area Waiting Room will be off limits to filming between the hours of 1 pm and 7 pm

2. For good and valuable consideration in the amount set forth below (the "Fee"), the sufficiency of which is hereby acknowledged, payable pursuant to the payment schedule set forth below (the "Payment Schedule"), Lessor hereby grants to Production Company: (a) the use of the Premises together with access to and from said Premises for personnel and equipment, for use in connection with the filming and/or recording of scenes in connection with the Picture; (b) the right to erect and maintain temporary sets, props, signs and structures on the Premises; (c) the right to photograph said Premises, sets, props, signs and structures; and (d) the right to recreate and photograph the Premises, sets, props, signs and structures at another location, within Production Company's sole discretion.

The Production Company shall have the right to photograph, record and depict the Premises, accurately or otherwise, as the Production Company sees fit. However, the Production Company shall not identify, through visual representation, by name or by any other manner, the Premises as the Brazos County Detention Center or as a part of or associated with The Brazos County, Texas, Sheriff's Office.

The Fee and Payment Schedule are as follows:

- \$2,500.00 Facilities Fee due before August 3rd, 2018
- A deposit of \$1,700.00 towards labor costs due before August 3rd, 2018.
- Lessor shall submit an invoice for any additional labor costs incurred by Production on the day of the shoot. Production shall pay the invoice within two weeks of receiving it.

3. The term hereof (the "Term") shall commence on **August 3rd, 2018** (subject to change by Production Company due to changes in the production schedule or force majeure). An approximate breakdown of the shoot day itinerary is as follows :

- 6:30am -Load in to Holding at Low Risk Unit
- 7:30am - begin loading in to Brazos Detention Center
- 8:30 am - 5 person Art Team moves to Phone Visitation Area to begin hanging posters, etc
- 11:00 am- crew moves outside, films Van driving through gate in the Employee Parking lot
- 1:30 pm - Break for Lunch
- 2:15 pm - Crew returns to work, begins moving to Phone Visitation Area, Waiting Room,

- 7:10 pm - film Check- In Window in Visitation Area
- 7:30 pm - finish shooting in Jail, begin wrapping out gear and personnel
- 9:30pm- Wrap out of Low Risk Unit

4. Additional requirements are as follows:

- the Production Company shall not identify, through visual representation, by name or by any other manner, the Premises as the Brazos County Detention Center or as a part of or associated with The Brazos County, Texas, Sheriff's Office
- Production Company will not film or photograph any staff or inmates at the Brazos County Detention Center
- Production Company cast and crew will follow all rules and regulations as required by Brazos County Officials

5. If following the expiration of the Term, Production Company requires additional use of the Premises in connection with the Picture, Lessor shall permit Production Company to re-enter and use the Premises on additional days at the prorated day rate of the Fee, subject to the availability of the Premises and Lessor's approval, such approval not to be unreasonably withheld.

6. Production Company shall remove from the Premises all structures, equipment and other materials placed thereon by Production Company no later than the expiration of the Term.

7. Lessor shall not make or authorize any photography, advertising or publicity in connection with the Picture without Production Company's prior written consent, including, but not limited to, Facebook, Twitter, Foursquare, Pinterest, IMDB or IMDBpro, without Production Company's prior written consent, which consent can be withheld at Production Company's sole discretion.

8. Production Company agrees to name Lessor as an additional insured on Production Company's commercial general liability policy in connection with the Picture. Production Company agrees to leave the Premises in as good order and condition as when received, with the exception of normal wear and tear. Production Company shall indemnify and hold Lessor harmless from any claims for property damage or bodily injury directly caused by Production Company's activity on the Premises during its actual occupancy thereof. Production Company shall not be responsible for any damage or injury caused by the negligence or misconduct of Lessor or Lessor's employees or agents. Any claim by Lessor that Production Company is responsible for any damage or injury must be made by written notice (setting forth the particulars of such claim(s)) to Production Company within ten (10) days after expiration of the Term, or such claim(s), if any, shall be waived.

9. Production Company shall own all rights of every kind, nature and description in and to all photographs and recordings made on or about said Premises during the Term throughout the universe in perpetuity, and shall have the perpetual and universe-wide right to use (or not to use, in Production Company's sole and absolute discretion) such photographs and/or recordings in any manner and in any media (whether now known or hereinafter devised) it may desire, without limitation or restriction of any kind, nature or description.

10. Lessor hereby represents and warrants that: (a) Lessor is the owner or the agent for the owner of the Premises and has the right and authority to make and enter into this Agreement and to grant Production Company the use of Premises and each and all of the rights set forth herein; (b) it is not necessary for Production Company to obtain the consent or permission of, or to pay any amounts to, any other person, corporation or entity in order to enable Production Company to enjoy the full rights to the use of the

Premises as described herein; (c) Lessor will take no action nor allow or authorize any third party to take any action which might interfere with the full use and enjoyment of the Premises by Production Company as described herein; (d) Lessor is subject to no obligation or disability and there are no outstanding contracts or commitments of any kind which conflict with this Agreement or which might limit, restrict or impair Production Company's use and enjoyment of the Premises or the rights granted to Production Company hereunder; and (e) Lessor will indemnify and hold harmless Production Company, its successors, designees, licensees and assigns, from any and all claims, demands, suits, losses, costs, expenses (including reasonable counsel fees), damages or recoveries which may be obtained against, imposed upon, or suffered by Production Company, its employees, associates, successors, designees, licensees and assigns, by reason of Lessor's breach of any of the representations, warranties or agreements contained herein.

11. Lessor agrees that Production Company may assign this Agreement, in whole or in part, at any time, to any person or entity and that this Agreement shall inure to the benefit of Production Company's successors and the distributor(s), licensees and exhibitors of the Picture.

12. In the event of a breach of this Agreement, Lessor's remedies shall be limited solely to an action at law for monetary damages actually suffered by Lessor, if any. In no event shall Lessor be entitled to restrain or otherwise interfere with the development, production, exhibition, promotion, distribution, advertising, and/or other exploitation of the Picture.

13. Notices may be sent by first-class U.S. mail, postage pre-paid, properly addressed or by personal delivery. All notices shall be deemed to have been given upon the earlier of: (a) actual receipt, or (b) three (3) business days after deposit in the U.S. mail. All notices shall be given at the address indicated above or such other address as a Party may indicate.

14. This is the entire agreement between the Parties and supersedes any prior agreement, written or oral, and may not be changed except by another writing signed by the Parties. This Agreement may be executed in counterparts by facsimile, scan (i.e., pdf), or email signatures, each part of which when executed shall be deemed an original for all purposes, and all of which when taken together shall constitute one and the same document, fully binding and with full legal force and effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. This Agreement shall be interpreted in accordance with the laws of the State of Texas applicable to agreements executed and to be wholly performed therein, and the Parties hereto hereby submit to the exclusive jurisdiction of the courts located in the applicable county within the State of Texas.

**Bull Film, LLC**

**Lessor of Premises**

By: \_\_\_\_\_  
(Production Company's Signature)

By: \_\_\_\_\_  
(Lessor or Lessor's Agent)

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Print Name

\_\_\_\_\_  
Print Name

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Position

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Position

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Date

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Date

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Company

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Address

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Phone /Fax

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Tax ID #