

LOCATION AGREEMENT

Date: August 11, 2020 (“**Effective Date**”)

“My Expedition” (the “**Picture**”)

The undersigned, Weber County Library Board of Directors (“**Owner**”), hereby grants to Wholesome Movies, LLC (“**Company**”) the right to use and photograph the real and personal property described below, upon the following terms and conditions (the “**Agreement**”):

1. Company and its employees, agents, contractors, licensees, and assigns are granted the exclusive right and license to enter, remain upon and leave the premises known and/or described as: **Weber County Library 131 South 7400 East, Huntsville, Utah 84317** (“**Property**”), in any manner whatsoever, by Company’s personnel and equipment, including access to and egress from the Property, that is reasonably related to the purpose of using the Property as a location for filming the Picture in accordance with the time limitations set forth in Paragraph 3. Owner further grants to Company the right to make use of any and all photographs (audio visual scenes, stills, videotape, or otherwise) and audio recordings (collectively, “**Photographs**”) of, on, in and about the Property, together with all scenery, equipment, buildings, or other property thereon, and if necessary, to make and remove preparations for photography including erecting and maintaining temporary audio visual sets, structures, and scenery as Company may desire with the following exceptions:

- a. Owner shall supply three staff members to remain onsite at the Property during set up and filming of the production in order to provide approval and assistance with use of publically-owned materials and assets;
- b. Company shall not permanently or temporarily affix anything to walls, doors, book shelves, or any other publically-owned asset without the consent of onsite staff provided by Owner; and
- c. Owner shall be responsible for moving and/or adjusting any publically-owned asset, including but not limited to equipment, furniture, window coverings, and exhibits.

2. Without limiting the preceding paragraph, the rights granted in this Agreement include the right to photograph all structures and signs located on the Property (including, but not limited to, the exterior and interior of such structures and the names, logos, verbiage, trademark and tradenames owned or controlled by Owner), the right to refer to the Property by its correct name or any fictitious name, the right to attribute fictitious events as occurring on the Property, and the right to replicate the Property.

3. Company may take possession of the Community Room on or about August 20, 2020 at 5:00 p.m. and may take possession of the Property on or about **August 21, 2020** (filming) (which date is subject to change on account of weather conditions or changes in the production schedule) and may continue in possession until August 22, 2020 at 4:00 a.m. (the “**Term**”).

4. In consideration of the rights granted to Company under this Agreement and provided that Company actually uses the Property for photography of the Picture, Company agrees to pay Owner an amount equal to **US\$1,500 plus US\$500 for cleaning (“Location Fee”)**, payable on or prior to **August 10th, 2020 (\$1,500 to the Weber County Library Development Fund and \$500 to the Weber County Library for cleaning)** or upon Company’s arrival to the Property, and shall constitute payment in full for the license and other rights granted to Company herein. For the purposes of this Agreement, a “day” shall be determined according to Company’s call time, so that if Company requires the Property for night photography, the passing of a calendar day at midnight will not constitute a second day. Notwithstanding anything to the contrary in this Agreement, in the event that Company’s use of the Property is prevented or hampered by weather or occurrences beyond Company’s control (including, but not limited to, weather-related delays, any direct or indirect impact of a novel coronavirus [e.g., COVID-19 or any mutation variation thereof] [including, without limitation, restrictions placed on the Property, the delay or inability for Company to obtain equipment or third party services, any persons working on the Picture contracting such virus or being placed in quarantine, whether, self-quarantine or otherwise, and regardless of whether such delays are covered by insurance or not], etc.) (each, a “**Force Majeure Event**”), Company shall have the right to use the Property without any additional charge for an amount of additional time equal to the time that was not used due to the Force Majeure Event, commencing at a mutually agreeable time following the end of the Force Majeure Event.

5. Company agrees to use reasonable care to prevent damage to the Property during photography, and, unless Owner advises otherwise, will leave the Property in substantially the same condition as when entered by Company, except for reasonable wear and tear from uses contemplated under this Agreement. Company has the right to remove all of its sets, structures and other material and equipment from the Property.

6. Owner expressly agrees, acknowledges, and understands that Company’s use of the Property may subject Owner to everyday risk that is reasonably related to production of the Picture to which Owner is unaccustomed and/or exposure to other

individuals working in close proximity (including, but not limited to, risk of contracting a coronavirus [e.g., COVID-19, etc.]) (individually and collectively “Risk(s)”). Owner freely and knowingly consents to and acknowledges Owner is voluntarily accepting this Risk(s) with full and complete knowledge of the potential dangers involved in said Risk(s) and agrees to accept and assume any and all liability of any nature whatsoever of personal and emotional injury (including, but not limited to, contracting a coronavirus [e.g., COVID-19, etc.]) of any nature whatsoever on Owner’s behalf or of any heir, dependent, spouse, or significant other. Owner also explicitly acknowledges, agrees, and understands that Owner knowingly volunteered to accept the Risk(s). Owner asserts that Owner understands the potential negative impacts the Risk(s) and Picture may have on Owner’s health; and Owner understands and acknowledges that Company is materially relying on this assertion in connection with the Picture and in entering this Agreement. By entering this Agreement, Owner freely and knowingly consents to the waivers, releases, and indemnities set forth in this Agreement and any other agreement that Owner has executed or may execute in the future in connection with the Picture. In connection to the terms of this Paragraph, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ON BEHALF OF OWNER AND OWNER’S HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, LICENSEES, AND ASSIGNS (COLLECTIVELY, THE “RELEASING PARTIES”), OWNER HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES AND FOREVER DISCHARGES EACH OF THE RELEASED PARTIES (AS DEFINED BELOW) FROM ANY AND ALL CLAIMS, ACTIONS, COMPLAINTS, DAMAGES, DEMANDS, ALLEGATIONS, SUITS, LIABILITIES, LOSSES, LIENS, COSTS, EXPENSES, INJURIES, AND CAUSES OF ACTION, OF ANY KIND WHATSOEVER, (COLLECTIVELY, “CLAIMS”) (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) ARISING OUT OF, RESULTING FROM, OR RELATING TO, IN ANY WAY, IN CONNECTION WITH THE RISKS, SOLELY ON LEGAL OR EQUITABLE THEORIES BASED UPON ANY ALLEGED PERSONAL OR EMOTIONAL INJURY, AND/OR DEATH, TO THE EXTENT THAT SUCH CLAIM IS NOT COVERED BY INSURANCE SECURED BY COMPANY AND EXCLUDING ANY RELEASED CLAIMS TO THE EXTENT CAUSED BY OR ARISING FROM THE NEGLIGENCE OR INTENTIONALLY TORTIOUS CONDUCT OF COMPANY OR ITS EMPLOYEES, OFFICERS, AGENTS, OR INDEPENDENT CONTRACTORS (COLLECTIVELY, THE “RELEASED CLAIMS”). TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER SHALL NOT SUE, INSTITUTE ANY OTHER PROCEEDINGS, OR MAKE ANY CLAIM AGAINST ANY OF THE RELEASED PARTIES OR ANYONE ELSE FOR ANY CAUSE OF ACTION BASED ON ANY OF THE RELEASED CLAIMS. As used herein, the term “Released Parties” shall mean and refer to Company, any licensees or assignees of the Picture and/or the Results and Proceeds, all participants, all other persons and entities rendering services in connection with the Picture or otherwise connected to the Picture or this Agreement, all parent, subsidiary, related and affiliated entities, licensees, successors, assigns, sponsors, and advertisers of each of the foregoing, all of the respective directors, officers, employees, principals, executives, on-air talent, agents, contractors, partners, shareholders, representatives, and members of each of the foregoing, and the respective heirs, next of kin, spouses, guardians, representatives, executors, administrators, successors, licensees, and assigns of each of the foregoing.

7. It is of the essence of this Agreement that Owner **IMMEDIATELY** notify Company in the event Owner knows or has a good faith reason to believe either of the following has occurred:

- a. Any employee, agent, director, officer, affiliate, agent, principal, or other individual associated with Owner who has come into contact with the Property and/or Company (or any employee, agent, director, officer, agent, or other individual associated thereof) has tested positive for / is diagnosed with COVID-19 (or a mutation thereof) at any time prior to, during, or within fourteen (14) days after Company makes use of the Property in connection with the Picture; and/or
- b. Owner is apprised of facts that any employee, agent, director, officer, affiliate, agent, principal, or other individual associated with Owner who has come into contact with the Property and/or Company (or any employee, agent, director, officer, agent, or other individual associated thereof) has (or may have) come into contact with someone with a confirmed case of COVID-19.

8. Owner represents and warrants that: Owner is the owner of the Property (or agent for the owner) and has the full right and authority to enter into this Agreement and grant to Company the license and other rights granted herein; that the consent of no other person or company is required for Company’s use of the Property as contemplated hereunder; that the Property and every part thereof is in good physical condition and repair, and Company shall not be liable for any defect(s) with respect to the physical condition of the Property existing prior to Company’s use of the Property; and that the Photographs and any use thereof in connection with the Picture, or advertising and publicity relating to the Picture, will not infringe or violate any right whatsoever of any person or company. Owner releases Company and all parent, sister, and related entities of Company, all licensees, successors, and assigns of Company, all distributors, exhibitors, stations, sponsors, and advertising agencies of the Picture or other program incorporating any Photographs taken on or of the Property (collectively “**Affiliates**”), and all of the officers, directors, agents, employees, and shareholders of each of the foregoing from any and all claims, demands, and costs arising from or related to any use of the Photographs made on the Property as contemplated herein. This release shall be binding on all of Owner’s successors-in-interest and heirs.

9. All rights of every kind and nature, now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights), in and to any of the Photographs (including, without limitation, the irrevocable and perpetual right to exhibit in any and all media, throughout the universe, any and all Photographs made at and of the Property) are and shall remain vested in Company and its successors, assigns, and licensees. Neither Owner nor any tenant or other person or company now or hereafter having an interest in the Property shall have any right of action, including, without limitation, any right to injunctive relief, against Company or any other person or company arising out of any use of the Photographs whether or not such use is, or may be claimed to be, defamatory, untrue, or censurable in nature, and Owner and such other persons and companies hereby waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with the exploitation of any Photograph. In the event of any action or claim arising out of or related to this Agreement, the use of the Property or the use or exploitation of the Photographs made on or of the Property, Owner shall be limited to an action for money damages and Owner specifically acknowledges that Owner shall not be entitled to equitable or injunctive relief, all of which Owner knowingly waives. In no event shall Owner be permitted to prevent or inhibit the production, exhibition, distribution, broadcast, advertising, promotion or other use or exploitation of the Picture or any Photographs made on or of the Property. Company may transfer and assign this Agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. Company has no obligation to produce the Picture or any other audio visual production, or to make any use of any Photograph in the Picture or otherwise.

10. If, following the Term, Company requires use of the Property for additional use in connection with the Picture, Owner shall permit Company to re-enter upon and again utilize the Property for such purpose up to and until February 28, 2021 at which point Company shall no longer be permitted to re-enter and utilize the Property. The dates for such additional use are subject to Owner's approval, which approval Owner, or any subsequent owner, tenant, or other person or company now or hereafter having an interest in the Property, shall not unreasonably withhold. If Company returns to the Property for such additional use, Company shall pay Owner an additional \$500 cleaning fee each time it re-enters and utilizes the facility, plus a pro-rata portion of the remaining Location Fee based on the length of time Company remains on the Property, payable when Company is again finished with, on, in, and about the Property. For clarity, all of the terms and conditions of this Agreement apply to any subsequent occupation of the Property for such additional use, including Company's rights under Paragraphs 2 and 9.

11. Prior to Owner exercising any remedy available pursuant to this Agreement or otherwise, Owner shall give Company notice of a material default hereunder (if such default is curable) and Company shall be accorded thirty (30) days to cure such default.

12. Company and Owner each indemnify and hold harmless the other from any loss, damage, cost, and expense (including reasonable attorneys' fees) resulting from the breach by the indemnifying party of any of the terms of this Agreement and/or such party's negligent acts or omissions whether or not such loss, damage, cost and expense is covered by insurance.

13. Upon Company's vacation of the Property (the "**Exit Date**"), Owner shall inspect the Property and if Owner does not provide Company with written notice of any objection to the condition of the Property within two (2) days of the Exit Date, Owner is deemed to have approved the condition of the Property.

14. The terms and conditions of this Agreement shall be interpreted and governed by Utah law. Any dispute arising hereunder shall be resolved solely through binding arbitration, before a single arbitrator familiar with entertainment law, under and pursuant to the JAMS Streamlined (for claims under or equal to US\$250,000.00) or the JAMS Comprehensive (for claims over US\$250,000.00) Arbitration Rules and Procedures ("**JAMS Rules**"), as said rules may be amended from time to time. The parties agree to accept service of process in accordance with JAMS Rules. The arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award within thirty (30) days from the date the arbitration hearing concludes. Any award shall be final, binding, and non-appealable. The arbitration will be confidential and conducted in private, and will not be open to the public or media. No matter relating to the arbitration (including but not limited to, the testimony, evidence or result) may be: (i) made public in any manner or form; (ii) reported to any news agency or publisher; and/or (iii) disclosed to any third party not involved in the arbitration. The prevailing party in any dispute shall be entitled to reimbursement of its reasonable outside attorneys' fees and costs.

15. Any and all information disclosed to or obtained by Owner and/or representatives, employees, and/or agents of the Property (each a "**Party**" and collectively the "**Parties**") concerning or relating to the Picture, including, but not limited to, the premise and concept of the Picture, the nature of certain events in the Picture, Owner's and/or Parties' participation in the Picture as well as the activities occurring on and around the Property occurring in connection with the Picture, and the outcome of the Picture, (in the event the outcome occurs on the Property) (collectively, the "**Confidential Information**"), shall be strictly confidential, and Owner hereby agrees not to disclose, and to cause each of the Parties not to disclose, any such Confidential Information to any individual or entity. Owner acknowledges and agrees that any disclosure of such Confidential Information by Owner or any Party in violation of this Agreement shall constitute a material breach of this Agreement and shall cause Company and/or its Affiliates irreparable injury. Owner further agrees that in the event of any disclosure by Owner or any Party in violation of this Agreement,

Owner shall be liable to Company and/or its Affiliates and Owner agrees that Company and/or its Affiliates shall have the right to utilize all available remedies under the law, including both financial and injunctive relief, to seek retribution for any breach of this confidentiality provision by Owner or any Party. Owner expressly agrees that Company and/or its Affiliates shall be entitled to any and all relief available to Company and/or its Affiliates as reasonable compensation for the significant harm which will be incurred by Company and/or its Affiliates as a result of any such disclosure and/or breach of this Agreement by Owner and/or any Party. In addition, if requested by Company, Owner will assist Company in securing a confidentiality waiver from each Party.

16. All aspects of the publicity and promotion for the Picture shall be at Company's and its designee's sole discretion. During and after the filming of the Picture on the Property, neither Owner, nor any of Owner's employees or agents shall directly, or through any publicity representative or otherwise, circulate, publish or otherwise disseminate any news story, article, book, or other publicity relating to Company's participation in the Picture and the subject matter of this Agreement, Company, and/or the Picture. The foregoing shall not be deemed to prohibit Owner from issuing publicity that includes incidental references to the Picture and Owner's involvement therein, provided the same occurs after the initial press release for the Picture has been issued by Company and does not mention the Picture, Company, or any other person or entity involved therewith in an unfavorable or derogatory manner. Without limiting the foregoing in any manner, Owner acknowledges and agrees that is shall not at any time use any of Company's names, logos, trade names, or trademarks or any of its Affiliates' names, logos, trade names, or trademarks (including, but not limited to, the title of the Picture), or those of any related companies, in connection with any kind of advertising and promotion, publicity, merchandise, tie-in, product, or service.

17. This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party. This Agreement may be executed in one or more counterparts and may be executed and delivered by facsimile or other electronic transmission and/or by PDF signature. If this Agreement is translated into any other languages, in whole or in part, then, in the event of any conflict, the English language version of the Agreement shall control.

18. ANY MODIFICATION(S) OR CHANGE(S) TO THIS AGREEMENT, WHETHER IN THE FORM OF INTERLINEATION(S) OR AN ADDENDUM, ATTACHMENT, EXHIBIT OR THE LIKE, IS INVALID, NOT BINDING AND OF NO FORCE OR EFFECT UNLESS AND UNTIL (I) SUCH MODIFICATION(S) OR CHANGE(S) IS INITIALED BY, AND (II) THIS AGREEMENT IS SIGNED BY, AN AUTHORIZED PRODUCTION EXECUTIVE.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date above.

LIBRARY BOARD

By: _____
Its: Authorized Signatory

FEIN/SSN: _____

COMPANY



Authorized Signatory for
Wholesome Movies, LLC

WEBER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Its: Authorized Signatory