

FREDERICK COUNTY COMMERCIAL FILM LOCATION AGREEMENT

This Commercial Film Location Agreement is entered into by and between Frederick County, Maryland (“Licensor”) AND the Production Company specified in the referenced Commercial Film Application (“Licensee”) whose address is provided within the application.

WHEREAS, Licensor owns and/or operates the property specified in the Commercial Film Application submitted by the Licensee (hereinafter the “Location”)

AND WHEREAS, Licensee desires to use the property described above for certain filming purposes; and

WHEREAS, Licensor has a “Frederick County Commercial Film Policy” that Licensor uses to set the parameters for production activities within the unincorporated area of Frederick County, Maryland (“County”), including use of County property for filming purposes; and

NOW THEREFORE, the parties agree as follows:

1. Licensor hereby grants a nonexclusive license to Licensee, its employees, directors, contractors and agents for the privilege to enter and use the Location for the purpose of filming a production (the “Production”) during the time period specified in the Commercial Film Application submitted by the Licensee (“License Period”). The parties agree that this license is subject to the following governing principles:
 - Licensee shall be responsible for assuring that safety, health, welfare, property, and the environment will be protected.
 - Licensee shall be responsible for seeing that impacts to existing citizens and businesses will be minimized and mitigated.
 - Costs to the Licensor, including cost related to the use of its own labor, resulting from and not offset by an economic benefits of the production will be recovered from Licensee.
2. Licensee may bring necessary personnel, equipment, vehicles, and temporary sets onto Location, provided such numbers of personnel and vehicles and size and numbers of equipment and sets are reasonable given the physical constraints of the Location and term of this License. Should any event of force majeure occur, including illness, weather conditions, strike, defective equipment, or other occurrence beyond Licensee’s control that interferes with the Production, upon Licensee’s providing advance notice to Licensor, the dates shall be postponed to a date and time determined by mutual consent.
3. Licensee shall remove all personal property including equipment, temporary sets, containers, vehicles, and all garbage and debris from the Location immediately at the end of the License Period and shall leave the Location in as good condition as when entered upon by Licensee. Licensee may remove or change signs at the Location only upon the written permission of Licensor and upon such conditions as Licensor may impose. Such conditions may include the requirement that only Licensor personnel remove or replace such signs and that the Licensor is compensated for their time. Licensee will use all due care to prevent damage to the Location and will indemnify and hold Licensor harmless from any and all damages, costs or losses arising out of Licensee’s activities at the Location.
4. If Licensee requires use of the Location for additional filming related to this License, Licensor agrees that it shall cooperate with Licensee to identify dates and times that are mutually agreeable to the parties. Such reentry shall be subject to the terms of this License.
5. All rights of every kind in and to still pictures, motion pictures, videotapes, photographs, digital recordings, and sound recordings (“Recordings”) made of or at the Location by the Licensee shall be and remain solely and exclusively the property of Licensee and its successors and assigns provided, however, no Recordings that identify Licensor or the Location shall be used in any way that is obscene, defamatory, untrue or

censurable in nature. Licensee is not obligated actually to use the Location or to include any Recordings in any motion picture or other project.

6. The Licensor warrants and represents that it has the full right to grant this License and enter into related agreements and has secured any and all permissions of any other party required in connection with the undertaking contemplated, with the exception of permissions from artists to represent or reproduce their audio or visual works. In such circumstances where the event location includes fine or performing arts, it is the responsibility of the Licensee to secure any necessary legal permissions.
7. Licensee is responsible for its conduct and the conduct of its officers, employees, directors, agents and contractors (jointly "Licensee Agents"). Licensee agrees that Licensee Agents shall abide by all sections of the Frederick County Commercial Film Guide, including but not limited to the Code of Conduct, which is available online for reference.
8. Licensee shall obtain and maintain the following insurance coverages for the duration of the project.
 - a. General Liability insurance with limits no less than \$1 million per occurrence and \$2 million aggregate. "Frederick County, Maryland" must be added as an additional insured for the project.
 - b. Workers' Compensation with statutory limits on any employees of the Licensee.
 - c. Some film activities may require additional insurance (i.e. fireworks/pyrotechnic liability). Such coverage requirements are at the discretion of the Risk Management Director.
9. The Licensee hereby agrees to indemnify and hold harmless Frederick County, Maryland and its respective officials, officers, employees, agents, and representatives from and against any and all actions, liabilities, suits, demands, and claims of any kinds, including attorney fees, arising out of any act of the Licensee in connection with its use of the Premises.
10. Production activities in residential areas are prohibited between the hours of 11PM and 7AM. Licensee shall comply with the Frederick County Noise Ordinance. As to amplified sound, if complaints are received, the volume will be turned down, even if the volume is in compliance with the allowed sound level. Lighting for filming shall be oriented away from neighboring residences. Vehicle and pedestrian traffic will not be obstructed without advance permission of the County.
11. This License contains the entire agreement between the parties hereto with respect to the matter hereof, and supersedes all oral or written communications and any prior agreements between parties relating hereto. All changes or additions to this agreement, in order to be binding, must be in writing and signed by both parties hereto.
12. The undersigned represent and warrant that they have the full authority to execute this License.