



CITY OF ST. MARYS, GEORGIA
SPECIAL CITY COUNCIL MEETING

December 14, 2011

4:00 p.m.

AGENDA

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL QUORUM: YES____ NO____
- V. BUSINESS:
 - A. BBC WORLDWIDE REALITY PRODUCTIONS, LLC: Agreement
To approve an agreement with the company for the use of City facilities in conjunction with Lovetown, USA filming
- VI. ADJOURNMENT:

LOCATION AGREEMENT

Date: _____

Terms of this location agreement (the "Agreement") is between the City/Town of _____ (the "City"), and BBC Worldwide Reality Productions, LLC. ("Producer"), for use of the interiors and exteriors of the facilities and properties owned or controlled by the City listed in Exhibit "A" (collectively, the "Properties"), attached hereto and incorporated herein by reference, for a television program tentatively entitled "Lovetown, USA" (the "Program"). The following dates and conditions will apply:

For good and valuable consideration, receipt of which is hereby acknowledged, City hereby grants permission to Producer for the use of the Properties as follows:

Intended dates of use: Commencing _____ through and including _____ ("Term")

1. **PROPERTY USE.** City hereby grants permission to Producer to enter upon and use the Properties for the purpose of photographing, filming and recording (including sound recording) certain footage and other material (collectively, "Material") in connection with the Program. Producer may use and record, without limitation, all interior and exterior areas of the Properties, all structures, furniture and fixtures located on or about the Properties, any artwork or signs located on the Properties (including any trademarks, names, logos and verbiage contained therein) and the use of utilities. Producer may place all necessary facilities and equipment and erect temporary structures and sets on the Properties. Producer shall have the right, for no additional consideration, to re-enter the Properties to record additional Material as may be necessary; provided, however, that the Properties is available and Producer notifies City in advance of such intended use. In addition, City agrees to use good faith efforts in assisting Producer with other production related needs, such as street closures (if any), use of city owned land (e.g., parks) and facilitating cooperation between City contractors or vendors with Producer with Producer.

2. **RIGHTS.** Producer, its successors, assigns and licensees shall be and remain the sole owner of all Material and Producer shall have all rights therein, without limitation, perpetually and irrevocably in all media and technology now known or hereafter devised, throughout the universe, to use and reuse the Material in and in connection with the Program or any other productions of any kind and as well as in connection with the advertising, promotion and publicity thereof. Producer may remove, replace, cover, or otherwise change (including, without limitation, the right to blur or pixelate) any sign, artwork or other identifiable material on the Properties, which shall be done at Producer's sole expense. Producer shall have the right to refer to the Properties by its actual name, the right to attribute events as occurring on the Properties. Producer shall not be obligated to produce or distribute the Program, to make any actual use of the Materials, or to use the name of the Properties or City in connection with the Program or any other production.

3. **PROTECTION AND RESTORATION.** Producer shall remove from the Properties all facilities, equipment and temporary sets and other materials placed thereon by Producer. Producer agrees to repair damage to the Properties caused by the conduct of Producer, and to leave the Properties in as good a condition as when entered upon by Producer, reasonable wear and tear excepted. If City claims that Producer is responsible for any such damage or injury, City shall notify Producer in writing within five (5) business days from the date that Producer vacates the Properties, which writing shall include a detailed list of all property damage and injuries for which City claims Producer is responsible. City will cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the Properties prior to any reimbursement for such damage.

4. **REPRESENTATIONS AND WARRANTIES.** City represents and warrants that (a) City has the right to enter into this Agreement and to grant Producer all rights provided by this Agreement, (b) that the Properties is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and (c) that the Properties is free of latent defects or illegal conditions of which City is or should be aware except those of which City has notified Producer.

5. **INDEMNIFICATION.** Producer agrees to use reasonable care to prevent damage to the Properties and will indemnify and hold City harmless from any claims and demands of any person or persons arising out of or based upon personal injuries or property damage resulting from Producer use of the Properties, City's own negligence or willful misconduct excepted.

Notwithstanding the foregoing, Producer shall not be responsible or liable for any volunteer participating in the City's train station restoration project. City agrees to indemnify and hold Producer harmless from any claims and demands of any volunteer arising out of or based upon personal injuries or property damage resulting from volunteers' participation in City's train station restoration project.

6. **INSURANCE.** At all times during the Term hereof, Producer shall maintain appropriate insurance to cover the risks and indemnity obligations assumed by Producer, including general liability and property damage insurance. Producer shall add City as an additional insured. Notwithstanding the foregoing, Producer shall not be responsible for any insurance coverage, including

worker's compensation, for the volunteers participating in City's train station restoration project. City shall maintain appropriate insurance to cover the risks and obligations assumed by City for inviting volunteers to participate in the train station restoration project.

7. **REMEDY.** Neither City nor any tenant or any other party now or hereafter having an interest in the Properties shall have any claim or action against Producer or any other party arising out of any use of the Material. City's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will City be entitled to equitable or injunctive relief.

8. **CONFIDENTIALITY.** Any and all information disclosed to or obtained by City concerning or relating in any way to the Program, Material, or Producer shall be strictly confidential and City hereby agrees not to disclose any such information to any individual or entity. City acknowledges and agrees that any disclosure of such information in violation of this provision shall constitute a material breach by City of this agreement and shall cause Producer irreparable injury. City agrees that Producer shall have the right to utilize all available remedies at law or in equity. City expressly agrees that Producer shall be entitled to any and all relief available to it as reasonable compensation for the significant harm that will be incurred by Producer as a result of any such disclosure and/or breach of this Agreement City.

9. **MISCELLANEOUS.** This agreement expresses the entire understanding between the parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in writing. If any provision of this agreement is adjudged to be void or unenforceable, same shall not affect the validity of this agreement or of any other provision hereof. No other authorization is necessary to enable Producer to use the Properties for the purpose contemplated herein. Nothing in this Agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or agreement or as a member of the general public.

ACCEPTED AND AGREED:

CITY

BBC Worldwide Reality Productions, LLC

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

EXHIBIT "A"