

LOCATION AGREEMENT

1. Parties and Date.

This Agreement is made and entered into this ___ day of _____ 20XX by and between the March Joint Powers Authority (hereinafter referred to as “March JPA”, is the owner of the property from the United States Air Force, hereinafter referred to as “USAF”) and _____ (hereinafter referred to as “Producer”).

2. Recitals.

2.1 March JPA is the owner of the property located at _____ area at March Air Force Base, (hereinafter referred to as the “Property”).

2.2 Producer desires to use the Property for the purpose of filming one or more scenes of a motion picture entitled _____ (hereinafter referred to as the “Picture”).

3. Terms.

3.1. General Grant.

3.1.1 MJPA hereby grants permission to Producer, its employees and such other persons or entities as Producer may authorize or designate to enter and use the Property in connection with the Picture, to photograph the exteriors, interiors and contents (including signs, names, displays, furniture, fixtures, etc.), to arrange and rearrange the furniture and fixtures, to bring in its own furniture and fixtures and to otherwise do all things reasonably necessary or desired to obtain the artistic and technical results Producer desires to achieve in connection with the production of the Picture.

3.1.2 Producer may bring in to the Property and utilize equipment, materials (including sets and props), crew and actors, and any other items and persons necessary for the production of the Picture. Producer may temporarily move or remove furniture or furnishings present on the Property. Producer shall leave the Property in as good condition as when received by Producer.

3.2 Term. Access to the Property is granted for approximately two (2) days starting (subject to changes due to any cause or reason beyond the control of Producer) on or about _____, 20XX, the exact date to depend on the weather and shooting schedule, and shall continue until completion of all scenes and work required, including future retakes or added scenes, if any. In the event Producer requires access to the Property beyond the time period permitted pursuant to this Agreement in order to complete all scenes and work required for the Picture, including future retakes or added scenes, if any, Producer shall secure March JPA’s approval, which shall not be unreasonably withheld. March JPA shall be compensated for any additional use of the Property at the rates stated in Section 3.7 of this Agreement.

3.3 Ownership of Materials.

3.3.1 As between Producer and March JPA, Producer shall be the exclusive author, owner and copyright proprietor of all of the results and proceeds relating to Producer’s

use of the Property pursuant to this Agreement. Without limiting the generality of the foregoing, Producer shall own, throughout the world and perpetuity and may exploit in such manner, media and devices and in any films, programs or other materials all photographs, scenes and matter photographed or recorded at, in, around and of the Property throughout the world in perpetuity, in all media now known or hereafter devised. Nothing contained in this Agreement shall be construed as obligating Producer to actually use the Property or produce or exploit the Picture or include material filmed pursuant to this Agreement.

3.3.2 March JPA on its own behalf and on behalf of any tenant having any interest in the Property or any materials contained in or about the Property hereby waives any claims they may have in connection with the use of the materials by Producer including without limitation claims for rights of privacy, publicity, defamation, infringement of copyright and trademark infringement. Further, March JPA on its own behalf and on behalf of any tenant having any interest in the Property hereby waive their rights to equitable relief in connection with the use of the materials by Producer, its successors, licensees, designees or assigns.

3.3.3 JPA requests that the Producer provide acknowledgment of use of the site in the Picture's credits as indicated:

“March Joint Powers Authority & March Inland Port Airport Authority”

***Note: March Inland Port Airport Authority acknowledgement only if the picture is filmed on or around the airport premises. In that case, both the MJPA and MIPAA will be acknowledged).

3.4 Inspection of the Property. Producer and March JPA agree to jointly inspect the Property prior to and following Producer's use, noting in writing all existing damage, if any. March JPA agrees to submit to Producer in writing, within five (5) days of Producer vacating the Property (and within five (5) days of completion of any additional use by Producer of the Property, if at all), a detailed list of all claimed property damage for which Producer is responsible. March JPA shall permit Producer's representatives to inspect such damage. In the event that any actual and verifiable damage to the Property is caused by Producer's use of the Property, Producer agrees to pay for all necessary repairs within thirty (30) days of receipt of March JPA's notice of damage to the Property.

3.5 Indemnification. Producer shall defend, indemnify and hold harmless the March JPA, and its elected officials, officers, employees and agents from and against all claims, demands, causes of action, costs, expenses, losses, injuries, damages or liabilities to property or persons, including wrongful death, in any manner arising out of or in connection with any use of the Property by Producer, its officials, officers, employees, agents, consultants and contractors, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Producer shall defend, at Producer's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the March JPA, its elected officials, officers, employees and agents volunteers. Producer shall pay and satisfy any judgment, award or decree that may be rendered against the USAF and the March JPA or its elected officials, officers, employees or agents in any such suit, action or other legal proceeding. Producer shall reimburse the March JPA and its elected officials, officers, employees and/or agents for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Producer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received

by the March JPA or its elected officials, officers, employees or agents.

3.6 March JPA's Remedies. March JPA's rights and remedies in connection with any claims relating in any way to this Agreement, the Property, the Picture or any breach of this Agreement or use of the Property are limited to the right, if any, to recover damages in an action at law. March JPA shall not be entitled for any reason to terminate this Agreement, or to enjoin or interfere with the distribution, exploitation or exhibition of the Picture or its advertising or publicizing.

3.7 Compensation. In full consideration for all of March JPA's obligations under this agreement and all of the rights being granted to Producer, Producer agrees to pay to March JPA and March JPA agrees to accept the sum of \$XXX per day ("basic payment") for the period commencing _____, 2007 and ending _____, 2007 and \$XXX per day during any extension of the term by Producer that is approved by March JPA. The basic payment shall be due and payable to March JPA prior to Producer's use of the Property. The basic payment includes the following:

- \$XXXX per day to film
- \$ XXX per day for set up/tear down
- \$ 38 per hour for Site Representative to be present after normal working hours (0800 – 1700)

In addition to the basic payment, March JPA requires Producer to reimburse March JPA for any costs incurred by March JPA on behalf of the Producer. These costs include expenses incurred by March JPA at the request of the Producer. March JPA agrees to submit to Producer a detailed invoice within five (5) days of Producer vacating the Property (and within five (5) days of completion of any additional use by Producer of the Property, if at all), of all costs for which Producer is responsible. Producer agrees to pay such invoice in full within thirty (30) days of receipt.

*** Note: If your project is filmed at a facility on March Inland Port property, the tenant of a facility will be required to pay a 10% airport surcharge on their gross receipts derived from the fees charged to the Producer.

3.8 Insurance.

- A. Producer shall maintain adequate commercial general liability insurance in the amount of \$1,000,000 per occurrence, automobile liability insurance in the amount of \$1,000,000 per occurrence and property damage insurance in the amount of \$1,000,000 for so long as Producer uses the Property. Such insurance will name the March JPA as additional insured with respect to any injuries or damages occurring on the Property during Producer's use of the Property. Producer shall provide March JPA with a copy of the insurance policy or certificate of insurance equivalent in amount and coverage to the liability insurance specified in this Section prior to Producer's use of the Property.
- B. For airport filming (Aircraft operating areas); Applicant will be required to have General Liability, Excess Liability, Automobile (\$1,000,000 for each occurrence) and Worker's Compensation. Liability Insurance of no less than \$5,000,000 is required for filming on airport property. March joint

Powers Authority and March Inland Port Airport Authority, its officers and employees, shall be named as additionally insured on all liability policies.

- C. C. For filming which includes any type of pyrotechnics: Applicant will be required to produce Fire Insurance coverage of no less than \$5,000,000. March Joint Powers Authority and March Inland Port Airport Authority, its officers and employees, shall be named as additionally insured on all liability policies.

3.9 Successors and Assigns. Producer may assign, transfer, license, delegate and/or grant all or any part of its rights, privileges and property hereunder to any person or entity with March JPA's consent, which shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement and March JPA's rights and obligations hereunder may not be assigned by March JPA. This Agreement may only be altered by both parties signing an additional agreement amending its terms.

3.10 Authority to Enter Agreement. March JPA representative warrants that he has the full right to enter into this Agreement and that the consent of no other party is necessary to grant all the permissions granted. The persons signing this Agreement by doing so represent respectively that they are fully authorized to sign this Agreement on behalf of March JPA and Producer, as set forth below.

3.11 Attorney's Fees and Costs. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.12 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

March JPA: March Joint Powers Authority
23555 Meyer Drive
Riverside, CA 92518
Phone; (951) 656-7000
Facsimile (951) 653-5558

Producer: Name
Address
Address
Facsimile
Telephone

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at the applicable address.

In Witness Whereof, the parties hereto have signed this Agreement.

AGREED & ACCEPTED for March JPA

Date

AGREED & ACCEPTED for Producer

Date