

## Standard Terms

1. Premises: The Premises is the property at the Location Site in the Location Agreement.
2. Grant of Permit: County grants Company an exclusive Permit during the Term to occupy the Premises for production of the Film. Except as limited by the Additional Terms if any, Company may as reasonably necessary for the production: (1) bring employees, agents, vehicles, equipment and materials onto the Premises; (2) construct sets and props on the Premises; (3) photograph, film and/or record the Premises and all its signs, structures, interiors and exteriors; and (4) conduct appropriate production activities on the Premises. Before the Term, Company, employees may inspect and photograph the Premises to prepare for production without additional charge.
3. Grant of Rights: Between Company and County, Company will own, and County exclusively assigns to Production Company, the right to enter upon the Premises and photograph such Premises (as described above in the Grant of Permit) and all related rights in and to all photography, film, and recordings of the Premises in perpetuity throughout the universe, which Company may exploit in all manner and media now known or hereinafter devised. Except as provided in the Additional Terms, Company may depict the Premises as Company chooses, using actual names, signs, or features on the Premises. Company may construct sets duplicating the Premises for scenes, retakes, or promotions. Company will not be obligated to use any photography or recordings of the Premises. All rights of every kind in and to all photographs, film, and recordings made on the Premises shall be and remain vested in Company, including, without limitation, the right use and reuse all such photographs, film, and recordings in and in connection with advertisements, promotions, publicity, clips, etc. Neither Owner nor any tenant or any other party having an interest the Premises shall have any claim or action against Company or any other party arising out of any use of the photographs, film, and/or recordings. This paragraph will survive any cancellation, termination, or expiration of the Agreement.
4. Term: The Term is the continuous period from the Start Date to the End Date in the Terms. Any changes to the Term will require an amendment to the Location Agreement.
5. Location Agreement Fee: As full compensation for use of the Premises and the Rights, Company will pay County the Location Agreement fee in the terms. Company will pay for each day of actual use.
6. Use after Term: If Company requests, County will allow Company to re-use the Premises after the Term on dates subject to County's prior reasonable approval. The Location Agreement Fee for each day of additional use will be the rate specified in the Location Agreement for such reuse or, if none, the rate for shoot days during the Term.
7. Condition of Premises: Company will use all reasonable care to prevent damage to the Premises and will return the Premises in the same condition as received except for reasonable wear and tear. Company will remove all vehicles, equipment, props, sets, and other materials it placed on the Premises. Promptly after Company vacates, County will submit a written statement in reasonable detail of any claimed property damage or personal injury due to Production Company's use of the Premises. Company may inspect all claimed damage or injury and will have the right to effect reasonable repairs, except to the extent, such damage or injury arises out of a pre-existing defect in the Premises or the negligence or willful misconduct of County, its employees, agents or representatives.

8. Force Majeure: "Force Majeure" means an event which materially interferes with production of the Film, such as a labor dispute; illness or unavailability of principal talent; inclement weather, flood, fire or earthquake; civil disturbance; governmental acts; failure of power or equipment; or any event beyond the reasonable control of Company. If a Force Majeure occurs before the Start Date, Company may delay the Start Date until a later date reasonably agreed between Company and County. If a Force Majeure occurs during the Term, Company may extend the Term by paying the rate for each day of extension. If a Force Majeure continues for more than three (3) consecutive days, Company may terminate this Location agreement by Notice to County, and Company's only obligation will be to pay for the actual days of use.
9. Warranties and Indemnities:
  - a. By County: County warrants that: (1) County has full authority and capacity to execute and perform this Location Agreement; and (2) County will not interfere or allow interference with Company's use and enjoyment of the Premises or the Rights.
  - b. By Company: Company warrants that: (1) Company has full authority and capacity to execute and perform this Location Agreement; (2) Company will indemnify County from any claim, loss, liability or damage arising from any injury to person or property arising from Production Company's negligence or willful misconduct in its use of the Premises, except to the extent caused by the negligence or willful misconduct of County; and (3) Indemnities: Company will indemnify and hold harmless the County from any claim, loss, liability or damage (including reasonable outside attorneys' fees) arising from the party's breach of any of its warranties. Upon request, Company will supply County a copy of insurance coverage in County's favor for Production Company's indemnity.
10. Default and Remedies:
  - a. County's Remedies: If Company fails to pay the Location Agreement Fee within seven days, the County may, in addition to any other legal remedy, terminate this Location Agreement. Once Location Agreement Fee is paid, or Company begins occupying the Premises, County will be entitled to an action at law for monetary damages, if any, and County may not enjoin, prevent, or delay Company's use of the Premises, the Company or exploitation of the Film, or the exercise of the Rights. Furthermore, the County will notify the New Mexico Film Office with any outstanding fees and/or monetary damages that are due to the county and request that the Productions Film Tax Credit be withheld until such payments have been made.
  - b. Company Remedies: For any breach, Company will be entitled to its remedies at law or in equity. County acknowledges that once production has begun on the Premises, Company's damages for a breach may be in excess of the Location Agreement Fee, or the Premises may have become of such unique value that monetary damages would be insufficient, entitling Company to equitable relief.
11. Miscellaneous:
  - a. Notice: All Notices will be given in writing to the parties at their addresses in the Company. Notice will be effective when received. A party may change its

- address for Notice by due Notice.
- b. Integration: This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes all prior negotiations, understandings, or representations.
  - c. Modification: No modification of this Location Agreement will be effective unless in writing signed by both parties.
  - d. Governing Law: This Location Agreement will be governed by the laws of New Mexico.
  - e. Electronic Signature: A signature sent electronically shall have the same legal effect as if the original has been signed in person.
12. AS-IS Condition. Company acknowledges that Company is permitted to use the Premises in its current "as is" condition (latent defects excepted) and Company acknowledges neither that the County, has made any representation or warranty, express, or implied, with respect to the Premises. Company acknowledges that the County has not agreed to modify the Premises or to construct any improvements therein prior to Production Company occupancy or use of the Premises. Company further acknowledges that it has had the opportunity to inspect the Premises and to confirm the suitability thereof for Production Company purposes. The taking of possession or use of the Premises by Production Company shall conclusively establish that the Premises was in satisfactory condition, latent defects excepted.
13. Care and Use of Premises. The Company will promptly notify the County of any damage, or of any situation that may significantly interfere with the normal use of the premises. The Company will not engage in any illegal trade or activity on or about the Premises.
14. Surrender of Premises: At the expiration of the lease term, the Company will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Location Agreement, reasonable use and wear and damages by the elements expected.
15. Hazardous Materials: The Company will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.
16. Insurance: The Company is hereby advised and understands that the personal property of the Company is not insured by the County for either damage or loss, and the County assumes no liability for any such loss. The Company is advised that, if insurance coverage is desired by the Company, the Company should inquire of Company's insurance agent regarding a Company's policy of insurance. The Company is responsible for insuring the County's contents and furnishings in or about the Premises for either damages or loss for the benefit of the County. The Company is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the building on the Premises for the benefit of the Production Company and the County. Such insurance should include such risks as fire, theft, vandalism, flood and disaster. The Company is responsible for insuring the Premises for liability insurance for the benefit of the Company and the County. The Company will provide proof of such insurance to the County upon the issuance or renewal of such insurance naming the County as an additional insured.
17. Waiver of Liability: Indemnification. Except to the extent caused by the negligence or willful misconduct of County or its employees, Company hereby expressly waives any and all claims against County for damages or liability for (1) injury or damage to the person or goods,

wares, merchandise or other property of Company, employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by, or results from, fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other sources or places, or (2) any injury to Company's business or for any loss of income or profit therefrom from any cause whatsoever. Company shall indemnify, defend and hold harmless the County, its officials, officers, employees and representatives for all actual and verifiable claims, liability, damages, costs, causes of action, fees (including reasonable outside attorneys' fees), court costs and other expenses, incurred or alleged to have arisen out of any act or omission of Company, its agents, employees, officers, directors, invitees or licensees, in connection with Company's use or operations on the Premises. Company's obligations under this indemnification provision shall survive the expiration or earlier termination of this Location Agreement.

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