

LOCATION AGREEMENT

Program: the audiovisual project tentatively entitled "After the First 48," any other program or otherwise ("Program").

Owner: the owner ("Owner") of the below-described premises is *[print name]* _____

Property: the premises ("Property") located at *[print address]* _____

commonly known as *[print property name, if any]* _____

This agreement ("Agreement") is made and entered into this day of _____, 20__ by and between Owner and Kirkstall Road Enterprises, Inc. ("Producer") with respect to the Property in connection with the Program. For good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Owner hereby grants to Producer the right to use the Property as a filming location in and in connection with the production of the Program. Producer shall have the right to bring all necessary personnel and equipment on to the Property and to make still and motion pictures and sound recordings ("Photography") of, on, in and about the Property, including any signs, displays, logos and the like. Producer shall use reasonable care to prevent damage to the Property and will leave the Property in substantially the same condition as when entered by Producer, except for reasonable wear and tear.

Owner hereby acknowledges that Producer is acting in reliance on this Agreement and accordingly, Owner's representations, warranties and agreements are irrevocable. Producer shall be the sole and exclusive owner of all rights of every kind in and to the Photography, including (without limitation) the right to exhibit, distribute, and exploit the Photography by any and all means and media, now known or hereafter devised, and in any publicity, promotion, and/or advertising of same, throughout the universe, irrevocably and in perpetuity. Producer shall indemnify and hold harmless Owner any third party claims, demands, and causes of action based upon personal injuries or property damage suffered by such person resulting directly from any act or omission on Producer's part in connection with Producer's use of the Property. In the event that Producer's use of the Property is prevented or hampered by weather or occurrences beyond Producer's control (including, but not limited to, weather-related delays) (each, a "Force Majeure Event"), Producer 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.

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 recordings 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 expressly waives. In no event shall Owner be permitted to prevent or inhibit the exhibition, distribution, broadcast or other use or exploitation of any audio or video recordings made on or of the Property. Nothing shall obligate Producer to produce the Program, to make any actual use of any Photography, to use any name connected with the Property in connection with the Program or any other program, or to otherwise use the Property. This Agreement, and any disputes relating to this Agreement or the Program shall be governed by, construed and performed in all respects in accordance with the laws of the State of New York without regard to conflicts of law rules. The parties hereto agree to submit to the jurisdiction in the State of Florida. If any provision of this Agreement is adjudged to be void or unenforceable, same shall not affect the validity of this agreement or any other provision hereof.

Owner agrees to keep in strictest confidence and to not use or disclose to any party any information or trade secrets obtained or learned as a result of Producer's use of the Property hereunder, including, without limitation, any information concerning or relating to the Program, the events contained in the Program, Producer's production activities relating to the Program or the outcome of the photographing or recording on the Property or information that Owner reads, hears or otherwise acquires or learns in connection with or as a result of Producer's use of the Property (collectively, the "Confidential Information and Materials"). In addition, Owner agrees that Owner will not make copies of, or record, any Confidential Information and Materials in any manner whatsoever. The Confidential Information and Materials shall not be used by Owner other than for the sole purpose of permitting Producer to use the Property hereunder in the Program and Owner shall be fully responsible for any unauthorized disclosure by Owner of the Confidential Information and Materials.

Owner represents and warrants that Owner has the full right and authority to enter into this Agreement and the consent of no other person or entity is necessary, and the use of the Property in the Photography will not infringe or violate the right whatsoever of any person or entity. **Producer acknowledges and agrees Owner review and approval of recorded Program material for any inadvertent capture of any facility safety and security measures.**

Owner acknowledges and agrees that Producer may transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction solely in and in connection with the Program. This agreement shall be binding upon Owner and Producer and their respective assignees, licensees, representatives, employees, agents, heirs, executors and successors. This document sets forth the entire understanding between Producer and Owner and supersedes all prior understandings and agreements (whether written or oral) and may not be altered except by another written agreement signed by both parties. This Agreement may be executed in separate counterparts and will be considered signed and fully binding when the signature of a party is delivered to Producer via hard copy or digital copy, and any such shall be deemed an original for all purposes.

AGREED AND ACCEPTED:

OWNER

KIRKSTALL ROAD ENTERPRISES, INC.

Signature/ Authorized Signatory

By: _____

Print Name

Title: _____

Date: _____

Phone: _____