

**LOCATION AGREEMENT
FOR FILM OR VIDEO PRODUCTIONS
BETWEEN
THE CITY OF MURFREESBORO
AND
LEGAL ENTITY OR INDIVIDUAL**

THIS LICENSE entered into on the **DAY** day of **MONTH, YEAR**, by and between the City of Murfreesboro, Tennessee, (hereinafter “City”) and **LEGAL ENTITY OR INDIVIDUAL**, (hereinafter “Licensee”), a **Tennessee Limited Liability Company, Corporation, Individual, etc.**, with a primary office at **PRIMARY ADDRESS**.

WHEREAS, City wishes to encourage and accommodate the television, video, and film industry and its activities in Murfreesboro, Tennessee; and

WHEREAS, Licensee wishes to utilize the City-owned or leased premises set forth herein in its production of **PRODUCTION NAME**.

NOW, THEREFORE, for and in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. **Purpose**. The purpose of this agreement is to allow Licensee, its agents and employees, to use certain City-owned or leased land and facilities for its production.
2. **Term of Agreement**. Licensee shall have access to and use of said land and facilities in accordance with the schedule set out in section (3). This term may be extended by mutual agreement in writing by the parties.
3. **Sites and Facilities**. This agreement shall apply solely to the land and facilities named herein. The City shall be responsible for coordinating the scheduling of all dates and times for access by the Licensee with any other department head whose facilities are involved, in accordance with the following tentative schedule:

Land or Facility	Contact	Date and Time
Address or Location	Contact Name	Month Day, Year
Description (See attached map)	Contact Email and Phone	Time - Time

4. **Insurance**. Licensee agrees to obtain a single limit commercial general liability insurance policy in the amount of \$1,000,000.00 covering bodily injury, including death and property damage, and including coverage for contractual liability. Licensee shall provide City a copy of a certificate of insurance for such policy and an endorsement specifying that the City of Murfreesboro is named as an additional insured for the purposes of this project before beginning its use of the scheduled lands and facilities. The procuring of insurance is for Licensee’s protection as well as the City’s and does not limit the amount of damages which the City may be legally entitled to pursue.
5. **Inspection and Care of the Land and/or Facilities**. Licensee agrees to cause no damage or harm to City’s land or facilities. Upon completion of production at a given location, the Licensee shall leave the utilized premises clean and orderly and shall reimburse the City for all reasonable costs of restoring and/or repairing the premises due to damages resulting from the activities of the Licensee, its agents and employees, and anyone associated with the Licensee in any capacity. Licensee agrees that it has inspected the City’s lands and/or facilities which are the subject of this License and agrees that they are safe and suitable for Licensee’s purposes. Licensee agrees that City shall have no duty to modify, improve, alter, or clean such land or facility.

6. Employee / Public Access and Disruption. The City, in its reasonable discretion, shall determine whether the production or any condition caused by the production unlawfully or unreasonably denies or disrupts access of any City employees or the general public to any premises being utilized in the production. Access cannot be denied or unreasonably disrupted by the Licensee without the express written approval of the Executive Director of Community Services.

If the production is deemed by the City to be unreasonably disruptive or if the production unreasonably denies access to any City employees or the general public without proper authorization from the Executive Director of Community Services, the Licensee shall correct the condition or the City may cause this agreement to be immediately revoked and remove the Licensee from the facilities and/or premises. Notwithstanding the foregoing, the City acknowledges and agrees at this time that the schedule attached will not unreasonably disrupt any City employee or members of the general public seeking to utilize City land and facilities and/or transact business with the City.

7. Public Safety and Indemnity. Licensee agrees to conduct its activities at the lands and facilities so as not to endanger any person or property, and to reimburse, indemnify (including, but not limited to, legal costs), defend, and hold harmless the City of Murfreesboro and its officers, employees and agents from all demands, suits, actions, or liabilities resulting from injuries or death to any person or property due to acts, omissions, bad faith, negligence, or willful misconduct on the part of the Licensee, or its agents, during the period in which Licensee shall be using the lands and/or facilities, or occurring as a result of the use of the lands and/or facilities by Licensee. The Licensee further agrees it shall be liable for the reasonable cost of attorneys for the City in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Licensee to the City.
8. Equipment, Services, Supplies Provided by City. Reimbursement for equipment, supplies, utilities, or other services provided by City to the Licensee shall be based on the City's cost of said items or services. Use of equipment, supplies, or other services shall require the prior written approval of the department head whose equipment, supplies, or other services are being utilized by the Licensee.

Use of City personnel during regular working hours shall require the prior written approval of the Executive Director of Community Services. The expense of City employees furnished for the Licensee's benefit shall be reimbursed by the Licensee to the City based on the current hourly salary and benefits rate of personnel.

9. Access to Facilities.
 - a. Designated employees of the department whose property is being utilized shall have access during the period set forth in section (3) to the land or facility which is the subject of this License. If the City, in its reasonable discretion, determines that the health, safety or welfare of the public, including officials and employees of the City and/or Licensee, are jeopardized by the operations of Licensee, the City may, upon learning same, order Licensee to cease its operations immediately until such time as the problem(s) has been corrected or revoke this agreement and have the Licensee removed from the site for failure to cease operations immediately; in either event, the Licensee agrees the City shall have no liability therefor and hereby waives any and all claims, demands, causes of action or damages for same.
 - b. Licensee shall have the right to enter, remain on and use the lands and facilities for the purpose of photographing and recording scenes (interior and/or exterior) for the production, with the right (but not the obligation) to exhibit and license others to exhibit all or any part of said scenes, as recorded, throughout the world in perpetuity by means of any and all media, now known or hereafter developed. Licensee shall have the right to use a fictionalized name for the lands or facilities. Said permission shall include the right without charge to:
 - i. bring personnel and equipment (including props and temporary sets) onto said lands and facilities, and to remove the same there from after completion of work;
 - ii. visit, storyboard, or otherwise inspect the lands and facilities at reasonable times prior to principal photography to plan and set up for principal photography; and

iii. re-enter the lands and facilities after completion of principal photography for the purpose of making added scenes and retakes.

10. Image Rights. Licensee shall be the sole and exclusive owner, throughout the world in perpetuity, of all rights of whatever nature, including without limitation all copyrights, in all films, photographs, and recordings made by the Licensee of or on said lands and facilities.
11. Compliance with Laws. Licensee agrees to comply with any and all federal and state laws and City of Murfreesboro local laws, rules and regulations.
12. Nondiscrimination. The Licensee agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended, in connection with its use of the facilities. Admission and participation of spectators and use of the facilities during production shall be without regard to race, color, or national origin. The Licensee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this License or in the employment practices of the Licensee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by the Federal or Tennessee State constitution, or statutory law.

13. Restrictions

a. Additional restrictions will be outlined here.

14. Permits / Fees. Licensee shall obtain all applicable permits and pay all appropriate fees prior to beginning its use of the scheduled lands and facilities.
15. General Conditions.
 - a. The City assumes no responsibility whatsoever for any personal property placed on the premises by the Licensee.
 - b. This agreement sets forth the entire agreement between the parties.
 - c. Modification of this agreement may be made only in writing signed by all parties.
 - d. This agreement shall be governed by the laws of the State of Tennessee.
 - e. The Licensee shall not use: the name of the City of Murfreesboro; the name of any City of Murfreesboro land or facility; the name of any City of Murfreesboro officer, employee or agent; and, shall not use any trademark or symbol of these entities in any advertisement or promotion of any product without the prior written approval of the Executive Director of Community Services.
 - f. The City may terminate this agreement by giving the Licensee at least forty-five (45) days notice before the effective date of termination.
 - g. Any notices appropriate to this agreement shall be given by the sender to the other party at the following respective addresses:

CITY:

Angela Jackson, Executive Director of Community Services
City of Murfreesboro
City Hall
111 West Vine Street
Murfreesboro, Tennessee 37130

LICENSEE:

LEGAL ENTITY OR INDIVIDUAL
Attn: CONTACT NAME
PRIMARY ADDRESS
CITY, STATE ZIP CODE
PHONE:
EMAIL:

16. Electronic Signatures. The parties agree that this Agreement, any documents to be delivered pursuant to this Agreement and any notices hereunder may be transmitted between them by e-mail and/or by facsimile. The parties intend that manually signed signatures that are transmitted via fax and electronically imaged signatures transmitted as PDF files shall constitute original signatures and are binding on all parties. In addition, this Agreement may be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. SS 7001 et. seq., and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.

IN WITNESS WHEREOF, the City and Licensee have executed this agreement on the dates set forth beside their signatures.

CITY OF MURFREESBORO

LEGAL ENTITY OR INDIVIDUAL, LICENSEE

By: _____
Angela Jackson, Executive Director of
Community Services

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Kelley Blevins Baker, Assistant City Attorney