

## FILM AND STILL PHOTOGRAPHY LOCATION LICENSE AGREEMENT

This **FILM AND STILL PHOTOGRAPHY LOCATION LICENSE AGREEMENT** (this “**Agreement**”) is entered into this **[DAY]** day of **[MONTH]**, 20**[YEAR]** (the “**Effective Date**”), by and between **The Atlanta Development Authority d/b/a Invest Atlanta**, a public body corporate and politic and a political subdivision of the State of Georgia (“**Invest Atlanta**”), by and through its designated special agent, **Atlanta Beltline, Inc. (“ABI”)**, a Georgia nonprofit corporation (collectively **ABI** and **Invest Atlanta** shall be referred to herein as “**Landowner**”), and **[LICENSEE ENTITY NAME AND CORPORATION TYPE]**, duly authorized to transact business in Georgia (“**Licensee**”). Individually, **Landowner** and **Licensee** may be referred to in this Agreement as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

- A. **Landowner** owns certain real property commonly known as **[TYPE PROPERTY ADDRESS OR TRAIL/PARK NAME]**, in Atlanta, Georgia.
- B. **Licensee** desires to use a portion of the **[TYPE PROPERTY ADDRESS OR TRAIL/PARK NAME]** property, more particularly shown on **Exhibit A**, which is attached hereto and by this reference made a part hereof (the “**Property**”), for the purpose of filming and/or still photography (hereafter “**filming and/or photography**”).
- C. **Landowner** wishes to provide, and **Licensee** wishes to receive, a license to use and occupy the **Property** for filming and/or photography during a term more particularly described in Section 3, below.
- D. The **Parties** desire to set forth their understanding with respect to the filming and/or photography and the license granted in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the **Parties** do hereby agree as follows:

### AGREEMENT

1. **LICENSE**. Subject to the terms and conditions of this Agreement, **Landowner** hereby grants to **Licensee** an exclusive license (the “**License**”) to use and occupy the **Property** during a term more particularly described in Section 3, below. This License shall include the following rights, obligations, privileges and uses:

- (a) The exclusive right of ingress and egress, and the exclusive right to use improvements, and fixtures appurtenant to the **Property**, exclusive of electrical power. Electrical power arrangements shall be made directly with City of Atlanta, and must be obtained prior to the date of filming and/or photography, if applicable. The rights of ingress and egress and use under this License shall extend not only to **Licensee**, but also

to persons who are attending and/or assisting with the filming and/or photography;

(b) Permitting up to Spell out number (Type Number.) people to participate and/or assist with filming and/or photography on the Property;

(c) Food **[WILL  or WILL NOT  ]** be served. No glass is permitted on the Property. Any coals from grilling must be removed from the site. The disposal of charcoal, ashes, and other grilling residue on-site is prohibited;

(d) Alcohol **[WILL  or WILL NOT  ]** be served;

(e) Sound equipment use as regulated by the City of Atlanta;

(f) Other uses approved in advance by Landowner (such approval not to be unreasonably withheld), and reasonably related to organizing and producing the film or photography;

(g) Any interior or exterior improvements (including but not limited to building obstacles) must be approved in writing by Landowner prior to Licensee performing said improvements (such approval not to be unreasonably withheld). Improvements not approved by the Landowner in advance shall result in a full or partial forfeiture of the Restoration Deposit, as outlined in Section 8 of the Agreement;

(h) Landowner hereby grants Licensee, its employees, agents, contractors, subcontractors, suppliers, successors, assigns, and licensees permission to enter upon and use the Property described in **Exhibit A** to film, photograph, reproduce and use same (including any signage, but excluding logos/trademarks/service marks located thereon), either accurately or fictitiously, for the purpose(s) of making still and motion pictures and soundtrack recordings of, on or about the Property in connection with the Production (defined hereinafter) or any element thereof, in any and all media, versions and forms, now known and hereafter devised, throughout the universe, in all languages, in perpetuity, and in any ancillary exploitation thereof, including, without limitation, publications, soundtracks and merchandising, studio tours, theme parks, and in connection with publicity and advertising of and for the Production, any element(s) thereof, and any distributor or other exhibitor of the Production, and including, without limitation, the right to use or authorize the use of any portion(s) of the Production containing the photographs and recordings made hereunder in other motion pictures (“Rights”). Licensee shall have the right, in its sole discretion, to alter or edit the photographs and recordings of the Property (and any names, insignias and signs located thereon but excluding any logos, trademarks, service marks, trade dress and verbiage contained on such signs) for use in the Production. Licensee shall have the right to bring personnel and equipment onto the Property and to remove same after completion of the work in a reasonable manner so as not to interfere with the use of the Atlanta Beltline, or with Landowner or its employees to conduct its business. Licensee shall comply with Landowner’s reasonable requests to move, alter or remove any equipment or facilities if Landowner reasonably believes Licensee is interfering with use of the Atlanta Beltline or the ability of Landowner to conduct its

business. Licensee also agrees and covenants to coordinate fully the use of the Property with Landowner or its designee. Licensee agrees and covenants that in undertaking its filming and/or photography on the Property it shall not film or tape, go on, or use any other property or facilities of Landowner or the City of Atlanta without first obtaining written permission to do so. Licensee acknowledges responsibility for obtaining all necessary approvals for the use of any private property or City of Atlanta property. Landowner will not assume any responsibility for procuring any arrangements for same.

2. PURPOSE. Licensee shall use the Property solely for **[DESCRIBE TYPE OF ACTIVITIES OCCURRING ON THE PROPERTY]** (the “**Production**”).

3. LICENSE TERM. The License Term for the filming and/or photography is scheduled to commence at **[START TIME]** EST on **[START DATE]** and end at **[END TIME]** EST on **[END DATE]** (the “**License Term**”). In the event that Licensee’s use of the Property is prevented or hampered by weather or occurrences beyond Licensee’s control, Licensee shall have the right to re-schedule the occupancy days without paying any additional fees as set forth in this Agreement. The Parties also agree that Licensee may take possession of the Property during filming of the Production on one or multiple occasions for retakes, added, or new scenes on other dates and times which will be mutually determined in writing by the Parties hereto and all recordings on such dates and times shall be included within the terms of this Agreement. Landowner agrees to assist Licensee in making such schedule in good faith and in a reasonable manner and not so as to frustrate the purposes or renegotiate any of the terms and conditions of this Agreement or to impede, hinder, or delay in any manner whatsoever production, exhibition, distribution or exploitation of the Production or the advertising, promotion or publicity thereof. The License Term is subject to extension upon mutual written agreement of the Parties. The License Term shall include the following restrictions:

(a) Licensee’s access to the Property during License Term to perform site preparation or restoration activities described in Sections 1(f), 1(g), and 18 of this Agreement shall be restricted to dates that have been approved in writing by Landowner in advance (the “**Setup/Strike Dates**”).

(b) During the License Term, Licensee’s access to the Property for the purpose of conducting the filming activities described in Section 1 of this Agreement shall be restricted to dates that have been approved in writing by Landowner in advance (the “**Active Filming Dates**”).

4. FEES. Prior to receiving a film or photography license, Licensee shall submit the following fees:

(a) At least five (5) business days before the License Term begins, Licensee shall complete the application attached hereto as **Exhibit B** (Filming/Photography Detail Sheet), and submit it to the Landowner, along with a non-refundable application fee (“**Application Fee**”) of One Hundred Fifty and 00/100 Dollars (\$150.00).

(b) At least five (5) business days before the License Term begins, Licensee shall pay to Landowner a fee of [ACTIVE FEE] and 00/100 DOLLARS (\$[TOTAL RESTORATION FEE]) for each Active Filming Date and [SETUP/STRIKE FEE] and 00/100 DOLLARS (\$[TYPE NUMBER]) for each Setup/Strike Date (the “License Fee”). If Licensee cancels the filming and/or photography for any reason, the Parties agree as follows:

- (i) Any notice of cancellation shall be in writing and shall be delivered to Landowner at the address set forth in Section 13, below. In lieu of cancellation, Landowner agrees to make reasonable efforts to accommodate a request by Licensee to reschedule the filming and/or photography to a different date, in which case Licensee shall not be entitled to any refund and all amounts paid by Licensee shall be applied to the License Fee to be paid for the rescheduled date(s).
- (ii) If Licensee cancels any portion of the filming (inclusive of Setup/Strike Dates or Active Filming Dates) forty-eight (48) or less hours prior to the commencement of the License Term, Landowner shall be entitled to an amount equal to one day of License Fees for Active Filming Dates; and
- (iii) If Licensee cancels all or a portion of the filming (inclusive of Setup/Strike Dates or Active Filming Dates) more than forty-eight (48) hours prior to the commencement of the License Term, Licensee shall be entitled to, and Landowner shall return to Licensee, an amount equal to one-half of the License Fees for the first Active Filming Date.

5. REVOCATION OF LICENSE. The License granted herein shall be subject to revocation by Landowner if Licensee fails to comply with any of the terms herein, or if Landowner determines that the Licensee has provided false, misleading, or insufficient information regarding the nature and/or purpose of the filming or photography, or if, during the License Term, Licensee’s actions present a danger to the safety, health, or welfare of Atlanta Beltline trail users or to Licensee, its employees, contractors, agents, or invitees. In the event that Landowner determines that this license agreement is subject to revocation because Licensee has provided false, misleading, or insufficient information regarding the nature and/or purpose of the filming or photography, Landowner shall give written notice to Licensee within a reasonable time, and production of the film and/or photography shall cease immediately. Licensee shall not be entitled to a refund of any sums remitted to Landowner if this license agreement is revoked.

6. PROPERTY. Licensee acknowledges that it has inspected the Property and that Licensee is satisfied with and has accepted the Property in its present condition. Licensee is solely responsible for the safety and security of its property, employees, agents, contractors, subcontractors, suppliers, successors, assigns, and licensees while on the Property during the License Term. Landowner covenants to maintain and keep the Property in substantially the

same condition as of the date of this Agreement until the commencement of the License Term. The Parties shall agree in writing on any material changes to the filming or photography production. The use of the Property shall be limited to the area described in **Exhibit A**. Without limiting the foregoing, Licensee agrees that it shall work in good faith with the Landowner to coordinate the filming and/or photography so as to maximize the safety, promote the ingress and egress of all participants, assistants, and attendees, and minimize any wear and tear on the Property.

7. COMPLIANCE WITH LAWS & GUIDELINES. Licensee shall at all times comply with any and all applicable federal, state and local laws, ordinances, rules and regulations applicable to the film production and/or photography. Licensee agrees to comply with any written guidelines provided by Landowner, provided that Licensee is given such guidelines at least five (5) days prior to the date of filming and/or photography. In addition, Licensee shall provide reasonable security for the filming and/or photography, including crowd management and control, and enforcement of all applicable rules and regulations. Licensee shall indemnify Landowner with respect to any losses suffered by Landowner due to Licensee's breach or alleged breach of its obligations under this Section 7 except to the extent caused by Landowner's negligence or willful misconduct.

8. RESTORATION. Licensee agrees to take all necessary precautions to avoid causing damage to structures, buildings, equipment, grounds, wildlife and plants on the Property.

(a) Prior to the end of the License Term, Licensee shall clean the Property of any debris and restore it to the condition which existed prior to the film or photography production, reasonable wear and tear excepted, including replacing any turf which may be torn up or destroyed by the Licensee's access to the Property. Such clean-up shall include, but is not limited to, the following: (1) removing all garbage and litter; (2) restoring or replacing all grasses, turf, and plants. Licensee will be responsible for payment of the following:

- (i) Five (5) days before the License Term begins, Licensee shall pay to Landowner a deposit of **[ACTIVE FEE]** and 00/100 DOLLARS (\$[TOTAL RESTORATION FEE]) to secure the obligations contained herein (the "Restoration Deposit").
- (ii) Landowner shall inspect the Property the day after the term of the License has expired, and if Landowner, in its sole discretion, determines that the Property has not been damaged, Landowner will return the Restoration Deposit in its entirety to the Licensee within fifteen (15) days of such inspection. If Landowner, in its sole reasonable discretion, determines that the Property has been damaged, Landowner will provide Licensee with a detailed list of any such alleged damage and Landowner shall give Licensee the option to repair such damages to the satisfaction of Landowner before retaining the Restoration Deposit. Before moving forward

with any repairs or restoration, Licensee shall have received Landowner's prior written approval. If Licensee elects not to repair the damage, Landowner shall retain the Restoration Deposit as payment for the cost to repair and restore the Property. If the cost to repair and restore the Property exceeds the Restoration Deposit, Licensee shall be responsible for any remaining costs (the "**Restoration Fee**") including reasonable managerial and administrative time expenditures.

- (iii) Licensee agrees and covenants to pay Landowner the amount(s) set out in **Exhibit C** attached hereto and incorporated herein by this reference for the use of the Property. However, Licensee acknowledges that it shall be responsible for paying all additional fees not listed in **Exhibit C**, but that become due as a result of Licensee's holdover or other use of the Property, as described in this Agreement.

9. DUPLICATES. Landowner hereby grants Licensee the right to construct duplications of the Property, including any names, insignias and signs located thereon (excluding any logos, trademarks, or service marks, and trade dress) at or on the Property (the "**Duplicates**") and to use the Duplicates and all photographs and sound recordings made hereunder in any manner or in merchandising or filming, and to exhibit the Duplicates and all photographs and sound recordings made hereunder in any and all media, versions and forms, now known and hereafter devised, throughout the universe, in all languages, in perpetuity, including theme parks, studio tours, all promotion, advertising and publicity for Licensee, its designees and licensees, and any other companies in any manner affiliated with Licensee. Landowner further agrees to cooperate fully with Licensee in connection with Landowner's grant of rights contained herein. Licensee shall not be permitted to construct duplications of any insignias, logos, trademarks, service marks, or trade dress that is the property of the City of Atlanta, Invest Atlanta, or Atlanta Beltline, Inc.

10. LANDOWNER'S RIGHTS. Licensee shall not photograph or record Landowner or any City of Atlanta official, officer, employee or agent without first obtaining written permission, which, if obtained, shall be submitted to Landowner along with this executed Agreement, and shall not depict Landowner, the City of Atlanta, its officials, officers, employees, agents and representatives in a manner as to portray them in a questionable or negative manner without obtaining the prior written authorization of Landowner and the individuals concerned to do so. Further, Licensee shall be required to provide a description of the scene to be shot for any filming request, as described in **Exhibit B** ("Filming/Photography Detail Sheet"), which is attached hereto and incorporated herein by reference. Landowner hereby acknowledges that a portrayal substantially consistent with the scene synopsis set forth in **Exhibit B** shall not be deemed to depict Landowner, the City of Atlanta, its officials, officers, employees, agents and representatives in a questionable or negative manner.

11. INSURANCE. Licensee shall purchase and maintain during the License Term the

following minimum insurance coverage:

(a) Comprehensive general liability insurance coverage covering bodily injury and property damage and special liability with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

(b) Workers' compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Licensee and employer's liability with minimum limits of at least \$1,000,000;

(c) To the extent applicable as it would pertain to the obligations hereunder, business auto liability insurance coverage with a limit of not less than \$1,000,000 each accident; and

(d) Umbrella liability insurance coverage with a minimum limit of \$5,000,000, which applies to all underlying and primary liability coverage required above. Licensee shall cause Landowner to be added as an additional insured under its comprehensive general liability insurance and umbrella liability insurance policies. Licensee agrees to provide Landowner with a copy of such policies with a certificate of insurance and any endorsements within fifteen (15) days following the effective date of this Agreement and no later than the date on which Licensee enters the Property. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, Licensee will deliver evidence of replacement insurance to Landowner.

12. INDEMNIFICATION. Licensee agrees to indemnify, defend and hold harmless Landowner, including Invest Atlanta and ABI, the City of Atlanta, each of their respective affiliates and subsidiaries, and each of their respective officers, directors, partners, employees and agents from and against all liability, claims, losses, costs, suits, expenses (including reasonable attorneys' fees) or damages of any nature whatsoever ("**Losses**") arising out of injuries to or death of any and all persons whomsoever, or damage to property to whomsoever belonging, in any manner connected with or resulting from Licensee's act or omission or negligence or willful misconduct in the occupancy and use of the Property by Licensee or the conduct of the filming and/or photography, except if arising out of Landowner's negligence or willful misconduct. In the event that any Losses are caused by the joint or concurrent negligence of (a) the indemnifying Party, (b) those for whom the indemnifying Party has assumed responsibility, (c) one or more of the indemnitees, and (d) a third party, or any combination thereof, the indemnifying Party's liability under this clause shall be equal to the degree that its negligence contributed to the cause of such Losses.

13. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants to the other Party and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

(b) It is legally authorized and has obtained all necessary regulatory approvals for the

execution, delivery, and performance of this Agreement; and

(c) No current, pending, or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other Party under this Agreement.

14. ASSIGNMENT. Neither Landowner nor Licensee may assign this Agreement (except Licensee may freely assign its rights to distribute the Rights set forth in Section 1(h) above without Landowner's approval), or parts hereof or its rights, or delegate its obligations, hereunder, without the express written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Landowner may assign this Agreement to the City of Atlanta if the Property is conveyed or otherwise transferred to the City of Atlanta prior to the commencement of the filming and/or photography.

15. NOTICES.

(a) Any notices or other communications required or permitted by this Agreement or by law to be served on, given to or delivered to either Party, by the other Party, shall be in writing. Written notice includes facsimile, telegraphic, or electronic transmission when directed to the facsimile number or electronic mail address, respectively, which either Party has provided to the other Party for purposes of providing notice. Notice hereunder shall be addressed to the following:

To Landowner:           The Atlanta Development Authority d/b/a Invest Atlanta  
133 Peachtree Street, N.E.  
Suite 2900  
Atlanta, GA 30303  
Attn: Rosalind Rubens-Newell, Sr. Vice President & General  
Counsel  
Phone: (404) 614-8326  
Email: [rnewell@investatlanta.com](mailto:rnewell@investatlanta.com)

With copies to:       Atlanta Beltline, Inc.  
100 Peachtree Street, N.W.  
Suite 2300  
Atlanta, GA 30303  
Attn: Jenny Odom, Communications and Media Relations Mgr.  
Phone: (404) 477-3659  
Email: [JOdom@atlBeltline.org](mailto:JOdom@atlBeltline.org)

Atlanta Beltline, Inc.  
100 Peachtree Street, N.W.  
Suite 2300  
Atlanta, GA 30303  
Attn: Jasmine Salazar, Asset Management Coordinator  
Phone: (404) 477-3578



Email: [jsalazar@atlBeltline.org](mailto:jsalazar@atlBeltline.org)

Atlanta Beltline, Inc.  
100 Peachtree Street, N.W.  
Suite 2300  
Atlanta, GA 30303  
Attn: Michelle L. Thomas, Assistant General Counsel  
Phone: (404) 477-3545  
Email: [mthomas@atlBeltline.org](mailto:mthomas@atlBeltline.org)

To Licensee:

[LICENSEE NAME]  
[ADDRESS]  
[CITY, STATE]  
Attn: [NOTICE NAME]  
Phone: [NOTICE PHONE]  
Email: [NOTICE EMAIL]

(b) Either Party may change its address, or its facsimile or electronic transmission information for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

(c) Any notices given to any Party in accordance with this Agreement will be deemed to have been duly given and received (i) on the date of receipt, if personally delivered; (ii) five (5) days after being sent by U.S. mail, postage prepaid; (iii) the date of receipt, if sent by registered or certified U.S. mail, postage prepaid; (iv) one business day after receipt, if sent by confirmed facsimile transmission; (v) if sent by email, the date on which the recipient acknowledges having received such email by an email sent to the email address for the sender or by a notice delivered by another method in accordance with this section (with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this section); or (vi) one business day after having been sent by a nationally recognized overnight courier service.

16. AMENDMENT AND MODIFICATION. This Agreement may be amended or modified only by a writing signed by both Parties.

17. INDEPENDENT PARTIES. The Parties are and will at all times remain independent from one another. Nothing contained herein will be construed to create an association, partnership, joint venture, relation of principal and agent or employer and employee between Landowner and Licensee and its agents within the meaning of any federal, state or local law.

18. BINDING EFFECT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties relating to the License and sets forth the rights, duties and obligations of each Party to the other as of this date and during the License Term. Any prior agreements, promises, negotiations

or representations not expressly set forth in this Agreement are of no force and effect.

20. THIRD PARTY BENEFICIARY. The Parties acknowledge and agree that the City of Atlanta and Invest Atlanta are intended beneficiaries of the rights set forth in Section 12 hereof, and they shall therefore have the right to enforce this Agreement directly against Licensee. Except for such intended beneficiaries and the Parties hereto, no person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

21. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties both agree that any severed provision does not alter the intent and/or purpose of the Agreement.

22. SECTION HEADINGS. The section headings in this Agreement are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular sections hereof to which they refer.

23. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

25. COUNTERPART EXECUTION; FACSIMILE SIGNATURES. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile copies or photocopies of signatures shall be as valid as originals.

26. MEDIATION. The Parties to this Agreement will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement through discussions between the Parties. As part of this process, either Party may request mediation. Any request for mediation shall include a reasonably detailed description of the dispute, controversy or claim that is to be mediated. The cost of the mediator shall be shared, but the Parties shall each bear their other costs of participating in the mediation. In order to facilitate prompt resolution of the matter that is being mediated, the mediation shall be conducted at a suitable location that is reasonably proximate to the Property. If these informal or mediated attempts at resolving the matter are unsuccessful, either Party may pursue all legal remedies available to it. The prevailing Party in any legal action instituted beyond mediation shall be entitled to recover their reasonable legal fees and court costs.

27. HOLDOVER. If Licensee fails to surrender the Property or fails to return the Property to the agreed upon condition upon the expiration of the License Term, Licensee's

holdover shall be subject to the terms and conditions set forth in Section 28; provided, however, that such holdover shall be deemed a tenancy at sufferance only, for the entire Property.

28. HOLDOVER FEE. Licensee agrees to pay a holdover fee on a daily basis, without reduction for any partial day, at a rate equal to 250% of the Active Filming Date daily rate for a holdover continuing for a period of one to three days in excess of the License Term. Licensee agrees to pay a holdover fee on a daily basis, without reduction for any partial day, at a rate equal to 500% of the Active Filming Date daily rate for a holdover continuing for a period of four or more days in excess of the License Term. The Active Filming Date daily rate is equal to **[ACTIVE FEE]** and 00/100 DOLLARS (\$[TOTAL RESTORATION FEE]). The daily holdover fee will be applied at 12:01 AM on the day following the expiration of the License Term and will be applied at 12:01 AM of each day the Licensee fails to surrender the Property or fails to return the Property to the agreed upon condition. Nothing in Section 27 or this Section 28 shall limit Landowner's rights or remedies or be deemed a consent to any holdover. If Landowner is unable to deliver possession of the Property to a new client or to perform improvements for a new client as a result of Licensee's holdover, Licensee shall be liable for all resulting damages, including lost revenue, incurred by Landowner.

29. NO INJUNCTIVE RELIEF.

(a) In the event that Licensee is in breach of any provision of this Agreement and/or any other agreement entered into by Licensee and Landowner, Landowner specifically acknowledges and agrees that the damage, if any, caused thereby will not be irreparable or otherwise sufficient to entitle Landowner to injunctive or any other form of equitable relief. Landowner's rights and remedies in any such event shall be strictly limited to the right to recover monetary damages, if any, in an action at law.

(b) Without limiting the foregoing, Landowner shall not be entitled by reason of any such breach to terminate or rescind this Agreement nor to enjoin, restrain or otherwise impair Licensee's exercise of any of the rights and privileges granted or to be granted to Licensee hereunder, nor to restrain, enjoin or otherwise impair Licensee's property or assets or the development, production, exhibition and/or exploitation of the Production or any advertising, publicity or promotion in connection therewith, except as described in Section 5 above and under the following circumstances: if Landowner determines that Licensee's actions cause an imminent threat to persons or property, Landowner shall have the right to suspend Licensee's activities at the Property (and remove Licensee and its invitees from the Property, if necessary); provided, however, that Licensee will be provided with notice and a reasonable opportunity to cure.

30. NO OBLIGATION TO USE. Notwithstanding any other provision of this Agreement, Licensee shall have no obligation to use the Property or to include the Property in the Production or to produce, release, distribute or otherwise exploit Production.

31. LANDOWNER'S REGISTERED MARKS. Landowner owns the BELTLINE®, ATLANTA BELTLINE<sup>SM</sup>, BELTLINE ATLANTA CONNECTED<sup>SM</sup> and related mosaic logo service marks and trademarks (hereinafter collectively referred to as the "Licensed Marks" or the

“Marks”), including, but not limited to, U.S. federal and Georgia state service mark registrations or pending applications and related common law rights with respect to the Marks as used in connection with real estate development services, urban redevelopment services, online information services and various other goods and services. Licensee shall not film, photograph, or otherwise capture or depict the Landowner’s registered marks without the prior express written consent of the Landowner, which requires a separate agreement and additional fees.

32. CONFIDENTIALITY. Except as otherwise authorized by Licensee and/or the distributor or other exhibitor of the Production, Landowner shall not (and shall not authorize others to) publicize, advertise or promote the appearance of the Premises in the Production until ninety (90) days after the expiration of the License Term. Landowner acknowledges and understands the valuable and proprietary nature of the Production and any information Landowner obtains or learns as a result of Licensee’s use of and filming the Premises, including but not limited to information and photographs regarding the Licensee, the Production participants, the set, storylines, and methods of production shall be considered “Confidential Material”. Landowner further acknowledges that Landowner may not disclose such Confidential Material to any third parties by any means, including via social media outlets such as Facebook and Twitter, unless such information is already in the public domain or is required by law, including, but not limited to the Georgia Open Records Act, subpoena or court order, or unless Landowner and/or Invest Atlanta make such a disclosure in connection with any governmental, judicial or arbitration proceedings or investigations, provided that prior to any such disclosure, Landowner agrees to provide written notice to Licensee thereof.

33. LOCAL BUSINESS SUPPORT. Licensee agrees to consider in good faith using businesses based in the Atlanta, Fulton County, Georgia area for the provision of goods and services associated with filming the Production on the Property.

**(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES  
CONTAINED ON NEXT PAGE.)**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

WITNESSES:

**Landowner**

The Atlanta Development Authority d/b/a Invest Atlanta, by its designated special agent, Atlanta Beltline, Inc.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Dave Pierce  
Vice President of Real Estate & Asset Management

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
[NOTARY SEAL]

**(SIGNATURES CONTINUE ON NEXT PAGE)**

WITNESSES:

Signed, sealed and delivered in the presence of:

**Licensee**

**[LICENSEE ENTITY NAME AND CORPORATION TYPE]**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title

My commission expires: \_\_\_\_\_

[NOTARY SEAL]

**EXHIBIT A**

**[INSERT OF PROPERTY DESCRIPTION & MAP]**

**EXHIBIT B**

**[INSERT OF FILM & PHOTOGRAPHY REQUEST FORM]**



**EXHIBIT C**

Invoice

Application Fee: \$150.00

Rush Fee \$ **[TYPE RUSH FEE or N/A IF NOT APPLICABLE]**

Restoration Deposit Fee \$ **[TOTAL RESTORATION FEE]** (Refundable)

License Fee: **[DAILY BREAK OUT OF ACTIVE FEES & SETUP/STRIKE FEE]**

Total Fees due: \$ **[TOTAL FEES]**

Total Restoration Deposit due: \$ **[TOTAL RESTORATION FEE]**

Please provide separate check or money order for the Fees and Restoration Deposit

All checks payable to Atlanta Beltline, Inc.

All invoices are to be paid in full five (5) business days prior to dates of filming and/or photography. Remit to:

Atlanta Beltline, Inc.  
100 Peachtree Street, N.W.  
Suite 2300  
Atlanta, GA 30303

\_\_\_\_\_  
Licensee (Print or Type)

\_\_\_\_\_  
Licensee Signature

\_\_\_\_\_  
Location Manager (Print or Type)

\_\_\_\_\_  
Location Manager Signature

\_\_\_\_\_  
Photographer (Print or Type)

\_\_\_\_\_  
Photographer Signature

Date: \_\_\_\_\_, 202**[YEAR]**