

CITY CLERK ORIGINAL

C-7815
10/28/2011

FIFTH FLOOR PRODUCTIONS

LOCATION CONTRACT

(Right to film at location)

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, permission is hereby granted to FIFTH FLOOR PRODUCTIONS and its employees, assignees, licensees, agents, independent contractors and suppliers (collectively, "Producer") to enter into and use the property located at:

Clavelita Park 6601 N 53rd Avenue Glendale, AZ 85301 (the "Property"),
for the purposes of photographing and recording certain scenes for the documentary-style television program currently entitled "**THE STATE OF AMERICA**" (the "Program"), commencing on or about Sept 24, 2011, 2011 (subject to change on account of weather conditions or changes in production schedule) and continuing until completion of all scenes and work required.

2. Producer may make such use of the Property as is reasonably necessary, including the placement of facilities and equipment (such as temporary sets) on the Property and the alteration of the Property (including, without limitation, the installation of cameras, lighting fixtures and/or other audio-visual equipment), and agrees to remove the same after completion of the work and leave the Property in as good condition as when received, excepting reasonable wear and tear from ordinary uses herein permitted. Signs on the Property may be concealed or changed, but must be replaced.

3. Producer agrees to use reasonable care to prevent damage to the Property and will indemnify the undersigned ("Owner") and all the parties lawfully in possession of the Property, against any claims of any party arising out of or based upon personal injuries, death or property damage suffered by such party and resulting directly from any act of negligence on Producer's part in connection with the use of the Property and the work described herein. Any and all claims of damage and/or injury shall be presented in writing to Producer within seven days after the initial period referred to in Paragraph 1. In the event Owner alleges Producer has damaged the Property, Producer reserves the right to repair the Property prior to Owner engaging any third party to make any repairs.

4. Producer (and its successors, licensees and assigns) shall have the right to reproduce, exhibit, advertise and exploit, and license others to reproduce, exhibit, advertise and exploit, all of the photographs and recordings made hereunder in connection with the production, distribution, sale, licensing, marketing, advertising, merchandising, promotion, exhibition, publicizing and other exploitation of the Program (including ancillary products) in any and all media, whether now known or hereafter devised, throughout the universe in perpetuity, including, without limitation, the right to use or authorize the use of any portion(s) of the Program containing the photographs and recordings made hereunder in other motion pictures. All rights of every kind in and to all photographs and sound recordings made hereunder shall be and remain vested in Producer (and its successors, assigns and licensees), and neither Owner, nor any other party now or hereafter having an interest in the Property, shall have (a) any right of action against Producer or any other party arising out of any use or exploitation of said photographs and/or recordings, whether or not such use or exploitation is, or is claimed to be, defamatory, untrue, private or censorable in nature, or (b) any right to enjoin or interfere with the use or exploitation of the Program or said photographs or recordings. Producer shall have the right to photograph, record and use in any manner contemplated in this paragraph 4 in connection with, or as part of, the Program any artwork, trademark, logo, trade name, verbiage, photograph, copyrighted material and any other materials appearing at and/or connected with the Property (including, without limitation, any signs (and any of the foregoing materials that may appear on such signs) located thereon), to refer to the Property by its real or a fictitious name, and to attribute any real or fictitious events as occurring on the Property. Notwithstanding the foregoing, Producer shall not intentionally and knowingly disparage or defame the City of Glendale (or its respective employees and agents as featured therein) in connection with the Program. Producer further

acknowledges that it shall not use any photographs and/or recordings made hereunder in connection with any pornographic or sexually explicit so-called "Adult-themed" work.

5. Producer is not obligated actually to use the Property or to include the material filmed on the Property in the Program, and Producer may, at any time, elect not to use the Property for any reason. If Producer requires use of the premises for additional use in connection with the Program, Owner shall permit Producer to re-enter upon and again utilize the premises for such purpose. The dates for such additional use shall be subject to Owner's approval, which approval Owner shall not unreasonably withhold, and Owner agrees to such additional use at no cost to Producer.

6. Owner warrants that Owner is the sole and exclusive owner of the Property or is duly authorized to act on such owner's behalf, that the Property is safe and suitable for all the purposes intended hereunder, that Owner has the full right and authority to make and enter into this agreement and to grant Producer the rights set forth herein without the consent of any third party, and that Producer is not required to obtain any filming/taping permit (from any local permitting entity or otherwise) in connection with any activity contemplated hereunder. Owner hereby indemnifies Producer, and its licensees, successors and assigns, and holds each of them harmless, from and against any and all claims regarding proper ownership of the Property and/or arising from any breach of this contract.

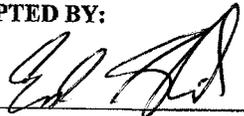
7. There shall be no charge for the use of the property, including construction, holding or striking. Subject to Network approval, in respect of providing use of the Property, Producer shall accord Owner (a) on-air or other credit; and (b) signage of the Property in the Program.

8. Owner agrees that Owner shall have no right to enjoin the exhibition of the Program or any other production based thereupon or to terminate or rescind any rights granted to Producer pursuant to Paragraph 4 above. In the event Owner shall attempt in any way to terminate or cancel Producer's rights hereunder, Producer shall be entitled to seek injunctive relief in addition to all other remedies available either at law or in equity.

9. Any dispute, controversy or claim arising out of or relating to the enforcement, interpretation or alleged breach of this contract, shall be submitted to and resolved by binding arbitration, in Maricopa County in the State of Arizona before one neutral arbitrator appointed in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in and enforceable by any court having jurisdiction. The Arbitrator shall select a "prevailing" and "non-prevailing" party, and the "prevailing party" shall be entitled to reasonable attorneys' fees and any other costs incurred in connection with such action or proceeding.

10. This agreement (as well as any and all other releases and/or authorizations presented by Producer and signed by Owner) is the entire agreement with respect to the subject matter hereof and supersedes and replaces all previous agreements, if any. Should any provision(s) of this Agreement for any reason be declared invalid, void or unenforceable by a court of competent jurisdiction, such adjudication shall in no way affect any other provision(s) of this Agreement or the validity or enforcement of the remainder of this Agreement, and the provision(s) affected shall be curtailed only to the extent necessary to bring the Agreement within the applicable requirements of the law. No other authorization is necessary for Producer to use the Property as herein contemplated.

ACCEPTED BY:

By:  ("Owner")

Print Name: ERIC STRUNK

Name:

Tel: 623 930 2827

Email: Strunk@glendaleaz.com

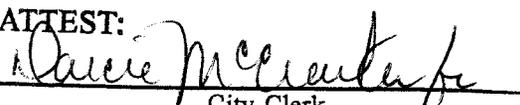
ACCEPTED BY:

FIFTH FLOOR PRODUCTIONS ("Producer")


Title: Line Producer

Approved as to form:

ATTEST:


City Clerk


Craig Tindall
City Attorney