

**RED HIPPO PRODUCTIONS INC.
115 WEST 30TH STREET
NEW YORK, NEW YORK 10001**

LOCATION CONTRACT

Set Name: INT / EXT MIDDLE SCHOOL

Set No.:

Port Jervis City School District ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the "Property"). Owner hereby gives permission to Red Hippo Productions Inc. and its employees, agents, contractors and suppliers ("**Producer**") to enter upon and use the Property located at: **Port Jervis Middle School, 110 E. Main St., Port Jervis, NY** on **Saturday, August 19, 2017 between approximately 6:30AM to 3PM**, (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the audio visual project currently entitled **Do Unto Others** (the "**Program**") and for any additional uses as described below. Producer may use (which use shall include but not be limited to access to and use of doorways and the cafeteria or other appropriate locations as holding spaces) the Property until all scenes requiring the Property have been completed on **Saturday, August 19, 2017 between approximately 6:30AM to 3PM**. Producer will have the right to request to use the Property for additional filming as may be necessary at a mutually agreed upon date, subject to the written consent of Owner and availability of the Property, and payment will be prorated from the charges (if any) listed below.

In full consideration for all the rights granted to Producer under this contract, Owner will be paid a donation of **One thousand five hundred dollars (\$1,500.00) in addition to overtime staffing expenses that shall be payable as follows: \$37.33 per hour per custodian for two custodians who will be present from 6:30AM until Producer completes its use of the Property and the premises used by Producer have been cleaned and/or substantially restored to their prior condition. Owner will only charge Producer for the actual costs of the two custodians' hourly labor during the foregoing time period.**

The relationship of the parties hereto is that of independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, association or similar relationship between the parties hereto or constitute either party as agent for the other for any purpose whatsoever. Producer shall provide the necessary staff, supplies and equipment for the filming of the Program pursuant to the terms of this agreement at its own expense. Producer shall also be responsible for the payment of, as applicable, all salaries, benefits, FICA, Workers' Compensation, Disability and Unemployment Insurance as required by law for its employees.

Producer shall obtain and maintain all necessary permits, licenses, registration and/or approvals of governmental authorities (if any) necessary to film on the Property pursuant to the terms of this agreement prior to commencement of the filming of the Program on the Property. Producer shall provide the Board of Education with proof of such permits, licenses, registration and/or approvals (if any) prior to the commencement of this Agreement upon reasonable request.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace or restore them to their prior condition. Producer **may not** include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the "**Owner's Marks**") in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands arising out of or based upon personal injuries or property damage resulting from the negligent acts and omissions or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property.


If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged. Any

contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

ACCEPTED AND AGREED:

PRODUCER

OWNER

By:  _____

Len Murach

Date: August 9, 2017

Show: Do Unto Others

By: _____

Print Name/Title: _____

Address: _____

Telephone: _____

Date: _____

S.S. #/Fed. I.D. _____