

**TOWN OF BUCKLAND**  
**LOCATION AGREEMENT**

This Location Agreement is made and entered into this 17<sup>th</sup> day of March, 2021 by and between the Town of Buckland, Massachusetts (the “Town”) and Possible Productions Inc. (“Producer”).

1. The Town hereby grants to Producer a license to enter onto and use the property owned, leased, controlled, or possessed by Town at the address indicated below (the "Property") commencing on March 8, 2021 and terminating on April 23, 2021 (subject to change on account of weather conditions or changes in production schedule as approved by the parties herein), for the purpose of photographing, filming, taping, interviewing, and/or sound recording of the Property, its contents, and persons located thereon (collectively, the "Footage") in and in connection with the audiovisual production currently entitled “Marble” (“Project”).

Property Address: TOWN OF BUCKLAND – Inclusive of all streets, sidewalks, and municipal parking lots. Also inclusive of Buckland Town Hall located at 17 State Street Buckland, MA 01370

The Property shall include, without limitation unless otherwise agreed by the parties, all interior and exterior areas, buildings and other structures on the Property, real and personal property, displays, and signs located in, or about the Property and other identifying features thereof; provided, however, that the use of the Town’s name, and, as applicable, logo(s), trademark(s), service mark(s) and/or slogan(s), or other likeness shall not in any manner disparage the Town or its community or be defamatory in nature. The Town acknowledges that Producer is under no obligation to actually use the Footage.

2. In full consideration of Town entering into this agreement and granting Producer all rights provided under this Agreement, and as reimbursement to the Town for costs or expenses incurred by or imposed upon the Town associated with the use of Property, Producer shall pay Town a license fee of Twenty Thousand Dollars (\$20,000) all inclusive.

3. Producer may place all necessary facilities and equipment on the Property and agrees to remove same after completion of work. Producer shall return the Property as used by Producer in relation to this Agreement to the same condition as before Producer’s work, reasonable wear and tear from uses permitted in this Agreement and damage resulting from a defect of the Property or the negligence or willful misconduct of Town or any of its employees, agents, or assigns, excepted. Producer will use reasonable care to prevent damage to said Property.

4. Producer shall comply with any specific requirements and/or restrictions imposed by the Town as to the use of the Property as allowed under Section 1 herein, such specific requirements and/or restrictions to be incorporated into an addendum to this Agreement provided that such requirements have been previously provided to Producer in writing.

5. Producer shall be responsible for obtaining, at its sole cost, all necessary state and local permits, including but not limited to conservation commission, building, electrical, plumbing, and gas permits, as well as obtaining all necessary inspections. Producer shall be responsible for all reasonable crowd and vehicular traffic management and all costs related to the Company's use and occupation of the Property.

6. This Agreement is terminable at any time by Producer following notice at least fifteen (15) days in advance of the date of termination by certified U.S. Mail, return receipt requested, to the other party. This Agreement shall expire on the date specified in such notice.

7. Except as otherwise set forth herein, Producer agrees that it shall use and occupy the Property at its own risk, and the Town shall not be liable to Producer for any injury to or death of persons entering into or upon the Property pursuant to this Agreement, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of Producer, or of anyone claiming by or through any of them, that are brought upon the Property pursuant to this Agreement, excluding any injury, damage, loss, or death resulting from a defect of the Property or the negligence or willful misconduct of Town or any of its employees, agents, or assigns.

8. The Town agrees that Producer and its parent, subsidiaries, and affiliated companies and their licensees, successors, and assigns, shall have the exclusive, perpetual, worldwide right to edit, telecast, cablecast, rerun, record, publish, reproduce, use, syndicate, license, print, distribute, promote, and otherwise exploit the Footage, or any portion thereof (including, for clarity, in and in connection with the production, distribution, exhibition, promotion, and exploitation of the Project and/or distributor of the Project), in any manner and in any medium or forum, whether now known or hereafter devised. Producer and/or its licensees, designees and assigns shall be the sole owner of all right, title and interest in and to the Footage.

9. Town represents and warrants that: (i) Town is the sole owner or holder (or the authorized representative of the sole owner or holder) of the rights granted under this Agreement and is authorized to enter into and execute this Agreement; and (ii) the Property is free from defects (latent or otherwise). Producer will only be liable for repairing damages to the Property if Town notifies Producer in writing with full particulars of any such damage within five (5) business days of the termination of this Agreement. Producer's liability for damaged Property, if any, will be limited to the actual and verifiable cost to repair any such damage. Town agrees to indemnify and hold harmless Producer, its successors, assigns, and licensees, from and against any and all claims arising out of or in connection with a breach of the foregoing representations and warranties.

10. Except to the extent a claim is in connection with the negligence or intentional misconduct of Town, Producer agrees to indemnify, defend and hold harmless the Town against any and all third-party claims, demands, liabilities, actions, causes of actions, actual out of pocket costs and expenses, including reasonable outside attorney's fees, for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Property or relating in any way to Producer's exercise of its rights under this Agreement,

Producer's breach of this Agreement or the negligence or misconduct of Producer, or its agents or employees.

11. Producer shall keep in force, at its sole cost and expense, during the full term of this Agreement, comprehensive public liability insurance in the amount of two million dollars (\$2,000,000), insuring the Town as an additional insured and Producer against all claims and demands for personal injury or damage to or diminution in value of any property which may be claimed to have occurred upon the Property or as a result of the exercise by Producer of the rights granted by this Agreement and naming the Town as an additional insured, except to the extent such claim is in connection with the negligence or intentional misconduct of Town. Failure to obtain and keep in force said insurance, and failure to provide the Town with proof of same, shall automatically terminate this Agreement and any rights granted herein.

12. Intentionally deleted.

13. Town shall not have any right in such event to terminate or rescind this Agreement or any of the rights granted to Producer, seek or otherwise obtain equitable or injunctive relief, or enjoin, restrain, or interfere with the production, distribution, exhibition, advertising, promotion, or other exploitation of the Project or any related advertising and promotional materials. This paragraph shall survive any termination, expiration, or cancellation of this Agreement.

14. Producer will have the right to assign the Agreement and any of its rights or obligations hereunder to any third party. This Agreement shall inure to the benefit of Producer, its licensees, distributors, successors, and assigns.

15. MISCELLANEOUS.

This Agreement may not be modified except in writing, duly executed by both parties.

This Agreement contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the Agreement.

Producer is not authorized to bind or involve the Town in any contract or to incur any liability for or on the part of the Town; likewise, the Town, its employees, agents, contractors or invitees, is not authorized to bind or involve Producer in any contract or to incur any liability for or on the part of Producer.

If any portion of this Agreement is declared to be illegal, unenforceable or void, then all parties to this Agreement shall be relieved of all obligations under that portion; provided, however, that the remainder of this Agreement shall be enforced to the fullest extent permitted by law.

The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions thereof.

This Agreement shall be governed by and construed in accordance with the laws of the state of New York, and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

This Agreement is to take effect as a sealed instrument.

TOWN OF BUCKLAND

PRODUCER:

\_\_\_\_\_

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

Its: \_\_\_\_\_

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