

CITY OF HAMPTON

STATE OF GEORGIA

RESOLUTION NO. 2023-14

WHEREAS, the Mayor and Council are the governing body of the City of Hampton, Georgia; and

WHEREAS, the Mayor and Council is tasked with protecting and promoting the health, safety, morals and welfare of the citizens of the City of Hampton; and

WHEREAS, the City of Hampton owns and maintains the Catherine Williams Community Center (“Center”); and

WHEREAS, the Center will be the site of a movie production by Oakhaven Productions LLC; and

WHEREAS, the City has been approached by Oakhaven Productions to enter into an additional contract, the Location Agreement (“Agreement”), attached hereto at **Exhibit “A”**, to ensure confidentiality and other terms in their use of the Center; and

WHEREAS, Oakhaven Productions still must submit a signed City of Hampton rental agreement for its facilities; and

WHEREAS, the Mayor and Council desire to authorize the City Manager to enter into the Agreement with Oakhaven Productions to memorialize the terms of Oakhaven’s use of the Center; and

WHEREAS, the Mayor and Council authorizes the City Manager to sign the Agreement with Oakhaven Productions once all terms are finalized; and

BE IT HEREBY RESOLVED, by a majority vote of the Mayor and Council of the City of Hampton that the City Manager is authorized to sign the Location Agreement with Oakhaven Productions for the use of the Center.

THIS 14th day of March 2023.

[signature on following page]

CITY OF HAMPTON, GEORGIA:

Ann T. Tarpaley
ANN TARPLEY, Mayor

ATTEST:

R. Fairley
RASHIDA FAIRLEY, City Clerk

APPROVED AS TO FORM:

L'Erin Barnes Wiggins
L'ERIN BARNES WIGGINS, City Attorney

Exhibit “A”
Oakhaven Productions Location Agreement

OAKHAVEN PRODUCTIONS LLC

LOCATION AGREEMENT

Working Title of Production (the "Limited Series"): "Agatha"
Address of Property (the "Premises"): Catherine Williams Community Center
14 Old Griffin Rd., Hampton, GA 30228

This Location Agreement is dated as of January 18, 2023 ("Agreement") and entered into by Oakhaven Productions LLC, its successors, assigns and licensees (collectively "Lessee") and City of Hampton ("Lessor") in connection with the Premises (provided that the American Legion Room shall be excluded from the definition of Premises hereunder). The terms and conditions of this Agreement are as follows:

1. Lessor, as owner of the Premises described herein (or as authorized representative of such owner), hereby grants to Lessee the right to enter and to photograph, record, reproduce, replicate (physically or otherwise (e.g. through construction of sets and/or digital models)) and use (either accurately or with such liberties as Lessee may deem appropriate) the real and personal property or any portion thereof, both exterior and interior of the Premises (including the name, trademark, signs, and identifying features thereof) and to bring personnel and equipment on the premises and to erect and maintain temporary motion picture sets and structures (to the extent required by Lessee) and remove same. For the avoidance of doubt, Lessee shall not be permitted to make any permanent changes to the Premises. Lessor hereby waives any right to any form of screen credit and expressly acknowledges that Lessor shall not be entitled to any form of screen credit.
2. Lessee may have possession of the Premises on or about Monday January 23, 2023 ("Start Date") and may continue in possession thereof until the completion of Lessee's proposed scenes and work, estimated to require about 15 days of occupancy over a period of about 19 days, ending on or about Friday February 10, 2023 (the "Term") (with the Start Date and Term both subject to change on account of weather conditions and/or change in production schedule). The Location Fee (as defined below in Paragraph 4) shall be adjusted based on the pro-rated daily fee for any change or extension of the Term. Without limiting the foregoing, if Lessee is unable to work on the Premises during any day during the Term because of an event of force majeure, including but not limited to illness of actors, producers, directors or other essential artists and crew, or weather conditions, or public health crisis (e.g., epidemic, pandemic, quarantine, etc.), Lessee shall have the right to use the Premises (at the same rate listed herein (prorated if applicable)) for as many days as were missed commencing at a date mutually approved by both Lessor and Lessee (provided that such approval shall not be unreasonably withheld). Lessee's risk and safety department shall reasonably determine if events beyond the control of Lessee impact (or potentially impact) the health and safety of the cast and crew on the Limited Series and warrant the interruption of production plans in a manner constituting a force majeure hereunder.
3. In the event Lessee desires to photograph retakes or other scenes or in the event of damaged or imperfect film or equipment, Lessee may re-enter and use the Premises for such period as may be reasonably necessary therefor, commencing at any mutually agreed upon time within eighteen (18) months after the end of the Term, and in such event the rental rate specified herein (pro rata if applicable) shall apply.
4. In full consideration for all of Lessor's obligations under this Agreement and all rights being granted to Lessee, Lessee agrees to pay an all-inclusive location fee for the Premises (the "Location Fee"), as follows:

\$18,000.00 (Includes Prep, Shoot & Strike)

All charges shall be payable upon full execution of this Agreement. Lessee may at any time cancel this Agreement upon notice to Lessor in which case neither party shall have any obligation hereunder, except that Lessor shall refund to Lessee any sums previously paid by Lessee.

5. Lessee agrees to hold Lessor free from any third-party claims for damage or injury arising during Lessee's occupancy of the Premises and caused by Lessee's negligence. Lessor agrees to hold Lessee free from any third-party claims for damage or injury arising during Lessee's occupancy of the Premises and caused by acts or conditions Lessor knew or should have known existed prior to the Term. Lessee agrees to leave the Premises in as substantially as good order and condition as when received by Lessee, reasonable wear, tear, force majeure, and permitted use excepted, and Lessee shall have the right to remove all of its sets, structure, and other material and equipment from said Premises.

6. Lessee and Lessor agree to jointly inspect the Premises prior to and following Lessee's use, specifying in writing all existing damage, if any. If there is a dispute as to whether there are any damages to the Premises, Lessor must first submit in writing to Lessee a detailed list of any and all damages of the Premises that Lessor alleges Lessee caused ("Damage Notice"). Such Damage Notice shall be submitted to Lessee not later than one week following completion of use of the Premises by Lessee. Lessee shall send a representative authorized to make decisions on behalf of the Lessee within fourteen (14) days of receiving the notice to inspect and assess the damages pursuant to the Damage Notice. Lessee shall be given the opportunity to either correct the damage, make restitution, or dispute the damage. Any further dispute of the damage shall authorize the City to pursue a claim against Lessee and Lessee agrees to the jurisdiction of Henry County, Georgia Magistrate, State and Superior Courts and waives any defenses regarding personal jurisdiction and/or venue. If no such Damage Notice is received by Lessee within one week following Lessee's use of the Premises, then Lessee shall be deemed to have fully restored the Premises to the condition required by this Agreement and Lessee shall be released from all claims related thereto. If requested by Lessee, Lessor shall promptly execute and deliver to Lessee the formal location release attached hereto as Exhibit "A"; provided, however, that any failure by Lessor to furnish Lessee with said location release shall not be deemed a waiver of the foregoing release of claims by Lessor.

7. Lessee shall not be obligated to make any actual use of the photography, recordings, depictions, or other references to the Premises in any motion picture, limited series, or otherwise.

8. Lessor represents, warrants and agrees that: 1) Lessor is the sole and exclusive legal owner of the Premises and has the full right, power and authority to grant Lessee the rights granted to Lessee hereunder; 2) Lessor will take no action nor allow or permit or authorize any third party to take any action which might interfere with Lessee's full use and quiet enjoyment of the Premises in accordance with the terms hereof; 3) Lessor will maintain the Premises in useable condition for all uses by Lessee contemplated hereunder, and Lessor will not alter the Premises in any way (nor authorize any third party to alter the Premises) prior to Lessee's use; 4) it is not necessary for Lessee to obtain the consent or permission of, or to pay any amounts to, any person, firm or corporation in order to enable Lessee to enjoy the full rights to the use of the Premises as described herein; 5) the Premises are in good condition and repair (including without limitation the electrical, water and sewage systems, fire sprinkler system, fire alarm and/or smoke detection systems and fire hydrants running to and in the Building), and there are no defects and/or hazardous materials or substances located in, on or about or in connection with the Premises; and 6) the Premises are in compliance with all applicable laws or regulations as well as Lessee's policy requirements, including but not limited to, any data protection laws, immigration laws and labor laws [including those regulating the services of minors], statutes, ordinances, rules, guidelines, regulations and requirements of all governmental agencies, public health authorities and regulatory bodies, including without limitation those set forth under applicable law in the jurisdiction of the Premises,. For the avoidance of doubt, if Lessee breaches any material terms of this Agreement during the Term of this Agreement, Lessor reserves the right to remove Lessee from the Premises.

9. Lessor agrees to indemnify and hold Lessee harmless from and against any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from or in connection with any third-party claim against Lessee resulting from a breach of any of Lessor's representations, warranties or agreements set forth herein. Lessor acknowledges and agrees that the Premises is a primary location for use by Lessee as part of the photography of the Limited Series, and that any interference with use thereof by Lessor shall cause Lessee substantial monetary and other damage which cannot be adequately compensated in an action at law for damages. Accordingly, without limiting any other right or remedy of Lessee, Lessor agrees that Lessee shall be entitled to injunctive and other equitable relief to prevent any interference by Lessor with use of the Premises by Lessee hereunder.

10. Prior to use of the Premises, Lessee shall provide Lessor with a certificate of insurance evidencing Commercial General Liability insurance with limits of \$1,000,000 per occurrence adding Lessor as an additional insured. Notwithstanding the foregoing, with regard to any Lessee liability which may result from Lessee's use of the Premises, Lessee's liability under this policy shall be limited to the amount covered by Lessee's insurance as stated herein and in connection therewith. However, any limits to liability under this policy shall not bar the City from recovery from Lessee beyond the policy limits.

11. All rights of every kind in every media (whether now known or hereafter devised) in and to all photography and sound recordings made by Lessee hereunder shall be solely owned in perpetuity by Lessee, and neither Lessor nor any tenant or other party now or hereafter having an interest in the Premises shall have any right of action, including, without limitation, termination of such rights or any right to injunctive or other equitable relief, against Lessee and/or any other party arising out of any use or non-use of said photography or sound recordings. Lessor agrees that Lessor will not assert or maintain against Lessee based on the use of all photography and sound recordings made by Lessee pursuant to this Agreement, including but not limited to those based upon invasion of privacy or other civil rights, defamation, copyright or trademark infringement, libel, or slander, in connection with the exercise of the permission or rights herein granted.

12. Lessor hereby irrevocably grants to Lessee (and its successors and assigns) the right, in perpetuity, throughout the world, to duplicate and re-create all or a portion of the Premises (physically or digitally) and to use the same in any media and/or manner known or unknown, including without limitation in, and in connection with any motion picture or other production, theme park, motion picture studio tour, and/or merchandise in connection with any of the foregoing and/or in connection with any exhibition, advertising, and exploitation thereof in any media, now known or hereafter devised, and/or in any manner whatever at any time in any part of the world in perpetuity.

13. Lessor's sole remedy for Lessee's default hereunder shall be limited to the recovery of monetary damages only, if any, and in no event shall any of the rights acquired or to be acquired by Lessee hereunder be affected or impaired. For the avoidance of doubt, in no event shall Lessor have the right to enjoin the development, production, distribution, or exploitation of the Limited Series or other production or any advertising, promotion, publicity thereof.

14. Unless the disclosure of such confidential information (as defined herein) is required by law (including, but not limited to the Georgia Open Records Act), Lessor shall keep confidential all matters relating to the Limited Series (including, without limitation, the script, the plot, or any elements thereof, any set design, props or effects, or activities of the cast and crew) and Lessee's business or production activities, and shall not furnish or authorize any dissemination of any information or publicity of any form relating to the Limited Series or Lessee (or its operations or personnel). Without limiting the foregoing, Lessor shall not permit its employees, agents or guests to enter the Premises during the Term without Lessee's prior written consent except as otherwise may be set forth in this Agreement.

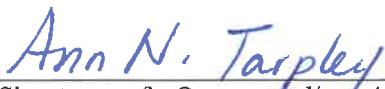
16. Lessor agrees to observe in all respects all laws applicable to this Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any local equivalent, including the laws of the United States of America).

17. This Agreement (or any agreement or document required by this Agreement, or any amendment to this Agreement) may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and each executed counterpart shall be deemed an original. All such counterparts shall constitute one and the same agreement. Delivery of a manually executed paper counterpart of this Agreement (or of any agreement or document required by this Agreement, or any amendment to this Agreement) by telecopy or other electronic imaging means shall be as effective and enforceable as delivery of such manually executed paper counterpart of this Agreement. For the avoidance of doubt, any Amendments need to be agreed, in writing, by both parties hereunder.

18. ANY MODIFICATION(S) OR CHANGE(S) TO THIS LOCATION AGREEMENT, WHETHER IN THE FORM OF INTERLINEATION(S) OR AN ADDENDUM, ATTACHMENT, EXHIBIT OR THE LIKE, SHALL

BE INVALID, NOT BINDING AND OF NO FORCE OR EFFECT UNLESS AND UNTIL (i) SUCH MODIFICATION(S) OR CHANGE(S) IS INITIALED BY, AND (ii) THIS AGREEMENT IS SIGNED BY AN AUTHORIZED PRODUCTION EXECUTIVE OF LESSEE, AND (iii) THIS AGREEMENT IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE CITY OF HAMPTON.

ACCEPTED AND AGREED:



Signature of Owner and/or Authorized Agent
("Lessor")



Ann N. Tarpley, Mayor

March 14, 2023

Date

N/A

ID # (if applicable)

770-946-4306

Telephone #

Oakhaven Productions LLC ("Lessee")

By: _____

Its: _____

Print Name & Title

Date

ID # (if applicable)

Telephone #

EXHIBIT "A"
LOCATION RELEASE

Oakhaven Productions LLC
500 S. Buena Vista St.
Burbank, CA 91521

Re: "Agatha" ("Limited Series")

Ladies/Gentlemen:

In connection with that certain location agreement entered into between the undersigned and Oakhaven Productions LLC ("Lessee"), Lessee was granted the right to enter upon the undersigned's property located 14 Old Griffin Road, Hampton, GA 30228

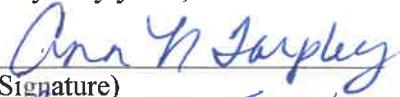
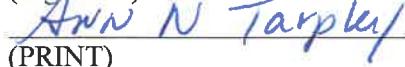
in connection with the filming of the above-referenced limited series. The undersigned acknowledges that Lessee has fully vacated the property, without damage thereto and/or has restored the property to the undersigned's satisfaction, and the undersigned releases Lessee and its successors and assigns, from any and all claims, demands, actions, causes of action, suits, contracts, promises, damages, judgments, obligations and liabilities of every kind which the undersigned, and/or the undersigned's successors and assigns, ever had at any time in the past, now has or hereafter may have against Lessee and/or any parent, subsidiary, affiliated and/or related entity and/or each of their successors and assigns, whether known or unknown, due to any cause based upon, arising from or relating to the filming or other activities of Lessee utilizing the undersigned's property.

The undersigned, and the undersigned's heirs, administrators, representatives, executors, successors and assigns, hereby waive any and all benefits and rights accruing by reason of the provisions of any federal or state statute or principle of common law of any of the state of the United States, or any political entity or nation, province or local law or regulation that may govern this release, which statute, regulation, law or principle provides in substance:

THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Accordingly, the undersigned expressly acknowledges that this location release is intended to and shall hereby include in its effect, without limitation, any and all claims which the undersigned does not know or suspect to exist in his/her/its favor at the time of execution hereof, and that this location release shall serve as the extinguishment of all such claims.

Very truly yours,


(Signature)

(PRINT)

Date: March 14, 2023

