STANDARD LOCATION AGREEMENT

<u>Ultraviolet Tuxedo LLC</u> ("Owner") and "Producer" (see Attachment A) agree to the following:

- Owner grants Producer and its employees, agents, contractors, licensees, and assignees various rights, enumerated below, related to the
 premises known as <u>The Other Door</u> ("Location"), excluding the office and everything in it, strictly for the purpose of filming "Product"
 (see Attachment A), involving "Activity" (see Attachment A), from "Start Time" (see Attachment A) to "End Time" (see Attachment
 A). The enumerated rights, limited to this context, are:
 - a) The right to enter, remain upon, and leave Location.
 - b) The right to make use of any and all photographs, motion picture scenes, stills, videotape, and audio recordings ("Content") of, on, in and about the Location, together with all scenery, equipment, buildings, or other property thereon, in any and all productions, and in their promotion and advertising, and in connection with all ancillary and subsidiary exploitation, in all media now known or hereafter devised throughout the universe in perpetuity. Owner is granted no rights to Content through this Agreement. Use of any equipment associated with Location must be under the supervision of staff designated by Owner.
 - c) The right to make and remove preparations for photography, including erecting and maintaining temporary motion picture sets, structures and scenery as Producer may require.
- 2. In consideration of the rights granted to Producer under this Agreement, Producer shall:
 - a) Pay to Owner the "Location Fee" (see Attachment A), half of which shall be due upon execution of this agreement and not refundable under any circumstances, even in the event the shoot never takes place, and half of which shall be due at Start Time unless the shoot was cancelled before Start Time.
 - b) Provide a current Certificate of Insurance that shows Owner as Additional Insured for any damage resulting from Producer activities.
 - c) Indemnify and hold harmless Owner for any damage caused or suffered to anyone or anything as a result of activities at Location, recognizing Location is provided "as is", and with no guarantees for its fitness or safety as an environment for filming or any other activity, other than traditional bar service without film crews present during normal operating hours.
 - d) Use commercially reasonable care to prevent damage to the Location.
 - e) Leave the Location in substantially the same condition as when entered by Producer.
 - f) Pay Owner the cost of repairing any damage done to the Location.
 - g) In the event the Location is not returned to a condition as suitable for its regular business as when entered by Producer by End Time, Producer shall pay Owner the fees outlined in the "Film Shoots at The Other Door" document, for every hour or fraction thereof until Producer's use of the Location has ceased and Location is returned to said condition.
- 3. Owner and Producer both represent and warrant that they have the full right and authority to enter into this Agreement and meet their obligations herein.
- 4. Producer represents and warrants that Producer has secured any permits, licenses, or approvals necessary for its activities at Location.
- 5. Producer and Owner each indemnify and hold harmless the other from any loss, damage, cost and expense (including reasonable attorneys' fees) resulting from the breach by the indemnifying party of any of the terms of this agreement to the extent such loss, damage, cost and expense is covered by insurance.
- 6. Any ambiguity in this agreement should be interpreted in light of the "Film Shoots at The Other Door" document, a printout of which is attached to this agreement.
- 7. The terms and conditions of this agreement shall be interpreted and governed by California law applicable to contracts entered into and to be wholly performed in California without reference to choice of law rules. Producer and Owner consent to the jurisdiction of the State of California, and the city and county of Los Angeles, California.
- 8. Notwithstanding anything to the contrary, Owner's rights will be limited to monetary remedies in a court of law and in no event will Owner have the right to enjoin any production in which the Content is incorporated.
- 9. This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party.

Signed:	Signed:	
By:	Ву:	
Title:	Title:	
Representing: Owner	Representing: Producer	
Date:	Date:	
Owner		Producer

ATTACHMENT A STANDARD LOCATION AGREEMENT

roducer:	
treet Address:	
ity, State, Zip:	
mail:	
hone:	
roduct: Example: "Maximum Butane, Episode 12"	
ctivity:	
Example: "Conversation, Fight in Pool Room, Pyrotechnics in Parking Lot"	
tart Time:	
nd Time:	
ocation Fee:	

____ Owner ____ Producer