

FILMING LOCATION AGREEMENT

THIS FILMING LOCATION AGREEMENT ("Agreement") between undersigned _____, as the filmmaker or production company shooting the film, stills, audio and video ("Filmmaker"), and the City and County of Butte-Silver Bow, as owner of the premises described below ("Premises" as further defined in the attached) and authorized to consent to use of the premises ("Grantor" or "Butte-Silver Bow"), is entered into this _____ day of _____, 20____.

BASIC TERMS

Grantor: City and County of Butte-Silver Bow Contact Person: _____ Address: _____

[USE COURTHOUSE ADDRESS] City: Butte State: MT Zip: 59701

Telephone: _____ Email Address: _____

Location of Premises: Clark Chateau, 321 West Broadway, Butte
MT

Contemplated Start Date: _____ Contemplated End Date: _____

Fee for Use (if applicable): _____

Tentative Title of Film: _____

Filmmaker: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Email Address: _____

Producer: _____

The Agreement's provisions are attached and incorporated herein. By signing below, both parties agree to the attached provisions, which are an integral element of this Agreement.

AGREED TO AND ACCEPTED:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

CONTRACT PROVISIONS

The real and personal property located at the Clark Chateau, 321 West Broadway, Butte, Montana, 59701 (the "Premises" or "Chateau") is the subject of this agreement. The Chateau is under the direction of the Butte-Silver Bow Public Archives ("Archives"), a department of Butte-Silver Bow. The Archives is overseen by its Board ("Archives Board"), and the staff of the Chateau and the Archives is referred to herein as "Chateau/Archives Staff." Filmmaker shall have access to the Premises for preparing, rehearsing, filming and recording of scenes and sounds for the motion picture tentatively titled _____ (the "Film"). Filmmaker and Grantor agree that the following provisions are incorporated into the Agreement to which it is attached and made a part thereof, said contract being signed and dated _____, 20____.

1. SCHEDULE: Commencing on or about _____ 20__ at _____ a.m./p.m., Filmmaker shall have access to Premises as is reasonably necessary, and such use of the Premises may continue from day to day, Saturdays, Sunday, and holidays included, and from time to time, until the proposed scenes and work are completed. It is estimated that it will require about _____ day(s) to complete the principal use of the Premises. The anticipated end date is _____, 20____. If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Filmmaker's control, Filmmaker is unable to start work on the date designated above and/or work in progress is interrupted during use of the property by Filmmaker, then Filmmaker shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth above, and any such use shall be included in the compensation paid pursuant to Paragraph 4. Notwithstanding the foregoing, the use of the Premises shall end no later than _____, 20____, unless the parties mutually agree otherwise. This agreement shall not require Filmmaker to utilize the Premises in production of the Film nor to include the Premises in any version of Film which is shown or released to the public. Filmmaker may at any time elect not to use the Premises by giving Grantor 72 hours' advance notice of such election, in which case neither party shall have any obligation hereunder.

2. RESERVATIONS: Filmmaker shall complete and submit a Film Reservation Application in a form approved by the Archives Board. As applicable, such Film Reservation Application shall be updated at the request of the Chateau/Archives Staff.

Reservations shall be made through Chateau/Archives Staff. No Filmmaker may reserve or use the Premises unless it complies in all respects with the provisions of this Agreement and submits, in fully executed form, the Film Reservation Application, and any insurance certificate required pursuant thereto. No reservation shall be deemed complete until the Chateau/Archives Staff receives a complete, signed Location Agreement (together, if applicable, with an original insurance certificate).

Any false, misleading or incomplete statement on the Film Reservation Application shall be grounds to decline the use of the Premises.

The Archives Board and the Chateau/Archives Staff reserve the right to reject a reservation request if the anticipated use may, in the reasonable judgment of the Archives Board or Chateau/Archives Staff, be unreasonably disruptive to regular Chateau functions, too large for the applicable room/building capacity, disorderly, dangerous to persons or property, or in any other way inconsistent with or in contravention of any of the terms and conditions of this Agreement. In determining whether such a likelihood exists, the Archives Board and/or the Chateau/Archives staff may take into consideration the contents of the Film Reservation Application, the history, if any, of the Filmmaker's building use in the Chateau, the history of the Filmmaker's use of meeting facilities elsewhere, and such other information as they may deem appropriate.

The Archives Board reserves the right to determine, in its reasonable discretion, whether any proposed use of the Chateau building will require a Butte-Silver Bow Law Enforcement Department ("Sheriff" or "police") police detail or other police activity, or other non-police security protections, and if so the anticipated cost thereof. In making this determination, the Archives Board may take into consideration the contents of the Film Reservation Application, the history of the Filmmaker's building use in the Archives, the history of the Filmmaker's use of meeting facilities elsewhere, and such other information as the Archives Board may deem appropriate, and may consult with the Sheriff or non-police security personnel. If the Archives Board determines that such police or security protection will be reasonably necessary, the Filmmaker shall be required, as a condition of such reservation, to pay, by such date in advance of the use of the Premises as the Archives Board reasonably sets, the anticipated cost of such police or security protection, and such sum shall be applied to such cost, with any surplus being returned to the Filmmaker after its use of the Premises ends. Filmmaker shall be liable to Butte-Silver Bow for any deficiency.

Reservations shall be accepted, subject to the provisions of the policy governing use of the Chateau, in the order received.

Failure to notify the Chateau/Archives staff of cancellations may result in forfeiture of future bookings.

Minors may not reserve the Chateau, nor can they serve as sponsors.

3. GRANT OF ACCESS: Filmmaker shall have access to the grounds, buildings, fixtures, and other personal property, power outlets, utilities, and driveways. Said permission shall include the right of Filmmaker and Filmmaker's personnel or contractors to bring in camera(s) and lighting equipment, personal effects, props, catering, refreshments, audio visual tools as needed, and to recover same from the Premises upon completion of its use.
4. MODIFICATION OF PREMISES: Filmmaker agrees to seek permission from Grantor through Chateau/Archives Staff before any making modifications or alterations to the

Premises. Filmmaker shall be responsible for any loss or damage to the Premises resulting from Filmmaker's exercise of rights under this agreement. Filmmaker shall return the Premises to Grantor in the same condition it was in before access was granted. However, Filmmaker shall not be responsible for any ordinary wear and tear associated with the exercise of rights under this Agreement nor for any damage that occurs before Filmmaker begins to use the Premises. Filmmaker may arrange the available furniture as it chooses, provided that all pieces of furniture are returned to their original positions at the close of the rental. The Chateau/Archives staff is not allowed to set up and break down rooms, and that is the sole responsibility of the Filmmaker. Filmmaker may provide its own tables and chairs if those available at the Chateau are not adequate for its needs.

Smoking and open flames, such as candles, are prohibited.

Failure to comply with applicable guidelines or rules for the use of the Premises could be cause for immediate ejection from the Premises and/or the forfeiture of future use privileges.

5. PAYMENT: Grantor and Filmmaker hereby agree that the Filmmaker shall pay \$ _____. Filmmaker shall pay a deposit of \$ _____ before commencing use of the Premises, which deposit shall be applied to the total cost at the close of the rental. Subject to the deposit, all charges are payable at the close of the rental, unless mutually agreed to the contrary. No other payment of any kind will be due and payable by Filmmaker to Grantor for use of the Premises or distribution of the film.

Filmmaker shall be responsible to ensure that the Chateau is returned to the same condition after the rental as it was prior to the use. Failure to restore the Premises to such prior condition shall render the Filmmaker liable to Butte-Silver Bow for the cost of any clean up, and, if applicable, for the cost of any repairs, and may result in forfeiture of future bookings.

6. CREDIT: Provided that a substantial portion of footage is incorporated in the Film, credit for use of the Premises shall read: Clark Chateau, City and County of Butte-Silver Bow. No inadvertent failure by Filmmaker to comply with the credit line set forth above nor any failure by third parties to so comply, shall constitute a breach of this Agreement.

7. RIGHTS TO RECORDING: Filmmaker shall have the exclusive, global rights to any and all images and sounds recorded by Filmmaker on the Premises, for use in making, distributing, or exhibiting Film. These rights include, without limitation, copyrights, promotional, assignment, and license rights as to any portion of the still pictures, motion pictures, videotapes, photographs and or sounds recorded on the Premises (together with all rights of extension or renewal), in any and all media, whether currently existing or not. Filmmaker has these rights regardless of whether these recordings are incorporated into the Film. In no event shall Grantor have the right to enjoin the development, production, distribution or marketing of the Film.

8. **PORTRAYAL:** Grantor hereby acknowledges that, unless otherwise specified in this agreement, Filmmaker is not required or expected to depict the Premises in any particular fashion in the Film.
9. **GRANTOR'S RELEASE:** Grantor hereby releases any and all present and future claims for libel, defamation, or invasion of privacy or publicity that Grantor may have against Filmmaker or Filmmaker's successors, assignees, employees, and agents resulting from the Film or Filmmaker's use of the Premises.
10. **INDEMNIFICATION AND INSURANCE:** Filmmaker agrees to pay, defend, indemnify and hold harmless Butte-Silver Bow, its Council of Commissioners, elected officers, agents and employees, the Archives, the Archives Board, and the Chateau/Archives Staff (collectively "indemnified parties") from and against all costs, damages, losses, claims, and expenses (including reasonable attorneys' fees) incurred, directly or indirectly, as a result of Filmmaker's use of the Premises. Such costs, damages, losses, claims, and expenses shall include, without limitation, any damage to the rooms or any other part of the Chateau building, grounds or collections; the cost of employee overtime, if occasioned by the use of the Premises; the cost of police or security protection, if deemed necessary by the Archives Board; and any claim asserted by any third person against any such indemnified parties on account of any alleged injury or casualty arising from Filmmaker's use of the Premises.

The Agreement shall also constitute a release by the Filmmaker, on its own behalf and on behalf of all its employees and contractors, of any claim against the indemnified parties for any injury to persons or damage to property suffered by such Filmmaker or any of its employees or contractors during or as a result of the use of the Premises, except insofar as such injury or damage is directly and solely caused by the negligence or intentional misconduct of any person belonging to or acting on behalf of the Chateau or Butte-Silver Bow.

Filmmaker shall carry general liability insurance coverage for the Filmmaker's use of the Chateau facilities, such as special events coverage, in the minimum amount of one million dollars (\$1,000,000) per occurrence, and shall name the Chateau and Archives (and naming Butte-Silver Bow specifically) as an additional insured for purposes of such use. User shall provide a Certificate of Liability Coverage or other documentation reasonably requested evidencing such coverage and additional insured status. Claims made policies shall NOT be acceptable.

User may not subcontract services with another individual/business to provide additional services on or within Chateau facilities, during the times of use and rental, without approval of the Chateau/Archives Staff.

11. **AUTHORITY:** The undersigned signatory for the Grantor has the power to execute this Agreement and grant the rights and permissions listed below and that no other person or entity is required to consent or give permission in order to effectuate the purposes of this Agreement on behalf of Grantor. Filmmaker certifies and warrants that it has secured any and all permits required by state or local governments and that no other person or entity is required to consent or give permission in order to effectuate the

purposes of this Agreement.

12. AMENDMENTS, GOVERNING LAW AND DISPUTE RESOLUTION: Any modifications or amendments to this Agreement require the written consent of both Grantor and Filmmaker. The laws of the state of Montana shall govern this Agreement. In the event any dispute arising under this Agreement cannot be resolved by the parties, the resulting action or proceeding shall be brought within the state or federal courts of the state of Montana, unless the parties mutually agree to another dispute resolution procedure . Each party expressly consents to the jurisdiction and venue of such Montana courts.

13. SEVERABILITY: If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are declared severable.