

## **AGREEMENT FOR USE OF CITY PROPERTY FOR MOVIE PRODUCTION**

This Agreement entered into as of the date of the respective signatures of the representatives of the entities hereinafter names, by and between the Town of Ashland City, Tennessee, a Municipal Corporation, hereafter referred to as the “Town” and Outside Our Means, hereafter referred to as “PRODUCTION COMPANY”.

### *WITNESSETH:*

In consideration of Town allowing Production company to conduct certain special events and activities upon property owned by the Town, specifically filming for movie production and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Production Company is hereby allowed the right to lease and use the space owned by the Town and located at the Ashland City Police Department whose physical address is 233 Tennessee Waltz Parkway; Ashland City, TN 37015 during the dates of October 31, 2020 through November 1, 2020. Production company shall only use said facilities after the hours of 4:30 pm and before the hours of 8:00 am. Production company acknowledges that this is an active police station and as such shall work around any activities may be occurring onsite at the police station; therefore, all filming and use of the facilities shall be after office hours. Production Company shall inform the Town of all hours of operation at least 24 hours in advance. Production Company's contact with the Town shall be Chief of Police, Kenny Ray or his designee. Chief Ray shall identify certain areas of the police station that are not accessible due to the sensitivity of evidence of items in these locations which shall be honored by Production Company in which they will not have any contact within these areas. Any information that production company may become aware of by the use of the facilities is hereby protected information and shall not be release by Production Company without the prior written approval of the Town.
2. The Town shall have an officer on site at all times during the use of the building by the Production Company. The Production Company shall be liable for the cost of the officer to be present during filming. This shall be at a cost of \$40.00 an hour per officer's time at the location. Only one officer shall be required for attendance during the filming and usage of the building.
3. All signs, uniforms, or any other information that identifies the Town shall not be used in the production of the movie and any identifying items of the Town including but not limited to the Town seal shall be blacked out or otherwise modified for the protection of the Town.
4. Production company does hereby agree to indemnify and hold harmless the Town for and from any and all claims of every nature whatsoever for personal injury and damages to property, for and from occurrences upon property owned by the Town arising out of participation in the Event Sponsor sanctioned activities.
5. Production company further agrees to procure and to cause to remain in full force and effect adequate liability insurance coverage regarding filming on Town property, said liability

insurance to be in the minimum amount of \$1,000,000 per occurrence. Same shall provide that the Town be an additional named insured thereunder. Event sponsors shall cause to be furnished to the Town a Certificate of Insurance in compliance with above stated requirements.

6. Production company further agrees that in conducting its activities on property of the Town that it shall for itself, its agents, employees and participants at all times be subject to and adhere to all rules and regulations of the Town, and all Ordinances of the Town and State.
7. Production company further agrees that as it shall require all vendors and corporate sponsors to execute waivers wherein all rights of action or claims against the Town for injuries or damages sustained by any participant in activities conducted on Town property shall be waived.
8. If applicable, the Production company shall be responsible for obtaining authorization for performances of copyrighted musical works and other material and shall be responsible for ensuring the entertainers have obtained the proper and necessary authorization to perform the necessary license agreements. Production company shall defend, indemnify and save the Town harmless from and against any and all claims, lawsuits, and demands, for or in connection with the performance of copyrighted musical works. Production company shall be responsible for obtaining, at its sole cost, the necessary license agreements. Production company shall defend, indemnify, and save the Town harmless from and against any and all claims, lawsuits, and demands, for or in connection with the performance of copyrighted musical works by entertainers at, during an/or in conjunction with this event.
10. In the event any action is brought against the Town by any person for injuries or damages occasioned upon Town property and/or resulting from this special event, in addition to the provisions hereinabove set forth, Production company agrees to be liable for and indemnify the Town from any and all expenses incurred by the Town in defending said action and to pay all costs and/or judgments which ultimately might be assessed or adjudged against the Town which are in excess of the liability insurance coverage hereinabove provided. In addition, Production company will name the Town of Ashland City as an additional insured on their liability policy and a certificate of the policy will be provided to the Town.
11. Production company shall ensure that the property of the Town shall be returned to the Town in the same condition as it was prior to the usage of the production company including the removal of all trash. Production company shall be solely liable for any property damage caused to the property during their time of usage of the property.

WITNESS OUR HANDS for effective date of October 13, 2020.

TOWN OF ASHLAND CITY, TENNESSEE

PRODUCTION COMPANY

\_\_\_\_\_  
Mayor Steve Allen

\_\_\_\_\_  
Kyler Wilson