

LOCATION AGREEMENT

City of Diamondhead ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the "Property"). Owner hereby grants permission to Constant Daydreamer Films, LLC and its employees, agents, contractors and suppliers ("Producer") to enter upon and use the Property located at 5000 Diamondhead Circle Diamondhead MS 39525 commencing on December 17, 2022 and continuing through December 17, 2022 (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for inclusion in the feature length motion picture entitled "Sweating Bullets" (the "Picture"). The Property shall include, without limitation, the grounds at such address and all buildings and rooms and other structures located thereon (including, but not limited to, balconies and patios), together with access to and egress from the Property. Producer may use the Property until all scenes requiring the Property have been completed. Producer will have the right to use the Property for additional filming as may be necessary.

1. Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks and logos of Owner or visible on the Property in the photographs, film and recordings. Owner represents and warrants that the Property is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

2. Producer's liability of any kind or nature with respect to its use of the Property shall be limited to the following: Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands of any person or persons arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property.

3. All rights of every kind in and to all photographs, film and recordings made on the Property shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, etc. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive or other equitable relief, and in no event shall Owner be entitled to terminate or rescind this contract. Producer has no obligation to include the Property in the Picture or any other production.

4. Owner represents and warrants that Owner has the right (and if not the owner of the Property has specifically secured from the actual owner the right on behalf of the owner of the Property) to enter into this contract and to grant Producer all rights provided by this contract, including, without limitation, the right to photograph, film and record, and to exhibit, telecast, broadcast and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property in any manner by any method and in any and all media, whether now known or discovered later, anywhere in the world at any time.

5. Owner agrees that Producer may license, assign and otherwise transfer this contract and any and all rights granted by Owner to Producer under this contract, and/or delegate any of its obligations under this contract, to any person or entity. Any assignee or delegate may further assign and/or delegate its rights and/or obligations.

6. Producer agrees to pay to Owner the fee of \$500.00 for its occupation and use of the Property. Such sum shall constitute full and complete compensation for Owner's grant of rights and agreements made pursuant to this Location Agreement. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Picture without the written consent of Producer.

7. Producer shall have the right to cancel this contract at any time prior to Producer's use of the Property. Upon Producer's cancellation of this contract, neither Producer nor Owner shall have any obligations whatsoever under this contract.

8. This is the entire contract. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

ACCEPTED AND AGREED:

(PRODUCER)

Constant Daydreamer Films, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

ACCEPTED AND AGREED:

(OWNER)

[name of owner]

By: _____

Print Name: _____

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Front Row Insurance Brokers, LLC.
14156 Magnolia Blvd, Suite 200
Sherman Oaks, CA. 91423

CONTACT

NAME: Kent Hamilton

PHONE
(A/C, No, Ext): 424-529-6700

FAX

(A/C, No): 424-529-67013

E-MAIL
ADDRESS: kent@frontrowinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC

INSURED

Avail Entertainment, LLC
1011 East Vine Avenue
West Covina, CA 91790

INSURER A: Hiscox Insurance Company, Inc

10200

INSURER B: State National Insurance Company, Inc

12831

INSURER C

INSURER D:

INSURER E:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER:	Y	N	US UEN 2717680. 22	01/15/22	01/15/23	EACH OCCURENCE	\$1,000,000
							FIRE DAMAGE (Any one fire)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS-COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	Y	N	US UEN 2717680. 22	01/15/22	01/15/23	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per Person)	
							BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per accident)	
A	COMMERCIAL UMBRELLA	Y	N	US UEN 2729115. 22	01/15/22	01/15/23	EACH OCCURENCE	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
B	WORKERS' COMPENSATION ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICE / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	n/a	N	HSW271 3914.22	01/15/22	01/15/23	<input checked="" type="checkbox"/> WC STATUT- ORY LIMITS	OTHER
A	ENTERTAINMENT PACKAGE	n/a	N	US UEN 2717680. 22	01/15/22	01/15/23	Miscellaneous Equipment	\$1,000,000 Limit \$3,000 Ded.
							Props, Sets & Wardrobe	\$1,000,000 Limit \$2,500 Ded.
							3rd Party Property Damage	\$1,000,000 Limit \$2,500 Ded.
							Hired Auto Physical Damage	\$1,000,000 Limit Ded: 10% of loss, \$2,500 min / \$7,500 max

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

The certificate holder is included as additional insured and/or loss payee as their interest may appear, but only as respects Liability arising out of the operations of the named insured. Excludes filming exposures related to stunts and hazardous activities, unless declared and approved.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

SHOULD ANY OF THE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE