

# What Only Cicadas See

## LOCATION RELEASE

This Location Release (the "Agreement") is made as of July 1, 2025 (the "Effective Date"). Hereby acknowledged, Town of Micanopy, FL ("Grantor") hereby grants to GrizzlieBrad Films LLC, with an address at 12 Edward Drive, Concord NH (the "Company") and its successors, licensees, assignees and such other parties as the Company may designate, the following rights for use in connection with audiovisual work tentatively entitled "*What Only Cicadas See*":

Grantor grants to Company the exclusive right from November 1, 2025 to November 15, 2025 to enter upon, utilize, photograph and record the real property located at the town of Micanopy, FL (the "Property"), including without limitation the right to bring onto the Property such personnel, materials, vehicles and equipment, and to erect and construct sets and props, and conduct such activities as the Company deems necessary in connection with the Work, and the right to exhibit any and all scenes photographed or recorded at the Property, including without limitation using and/or reproducing the actual name, signs, logos, trademarks and other identifying features thereof and/or without regard to the actual appearance or name of the Property or any parts thereof in connection with the Work, provided however that any use of official Town insignia, logos, or signage is subject to prior written approval by Grantor. Company personnel may, after the Effective Date, enter, photograph or otherwise inspect the Property to plan and set up for the Work without charge at reasonable times and with reasonable notice to Grantor. The parties expressly agree that the term of Company's exclusive access to the Property shall be subject to modification due to weather conditions, changes in production schedules and/or any other reasonable commercial need requiring such a change, and that Company shall be afforded a reasonable right of re-entry to the Property for reasons related to the production of the Work, provided that all production and re-entry is completed no later than December 15, 2025 unless otherwise agreed to in writing by the Grantor. Grantor reserves the right for a Town official to access the site during filming at any reasonable time.

Except for the grant of physical access to the Property, the rights granted herein (the "Rights") are granted forever and throughout the universe and no compensation will be payable to Grantor at any time in connection therewith. However, Grantor shall have a limited right of approval regarding any use that depicts the Town in a defamatory or misleading manner. Grantor will have no right of consultation or approval in connection with the Rights or the subject matter of the rights granted herein (the "Matter"). Company will own all right, title and interest, including without limitation copyright rights, in and to the Work in any and all media now or hereafter known or devised throughout the universe in perpetuity, to be used and disposed of without limitation as Company will in its sole discretion determine.

Grantor represents and warrants that he, she or it is the owner of all right, title and interest to the Property, and that Grantor has the full right and authority to enter into this Agreement and no approvals and/or licenses are necessary from any other party to grant Company's use of the Property as granted herein. Grantor's grant of the Rights will not conflict with or violate any commitment, Agreement or understanding Grantor has or will have to or with, nor infringe upon any right of, any person or entity. Grantor shall at all times defend, indemnify and hold harmless Company, its parent, subsidiary and affiliate organizations, and their employees, agents, successors and assigns from and against any and all claims, actions, damages and losses, liabilities and expenses, arising out of or caused by the breach of any of the representations, warranties, undertakings and agreements made by Grantor hereunder.

Company shall leave the Property in substantially the same or better condition as when received by Company, excepting reasonable wear and tear. Company shall at all times defend, indemnify and hold harmless Grantor, and Grantor's successors and assigns from and against any and all claims, actions, damages and losses, liabilities and expenses, including reasonable attorneys' fees, arising out of or caused by the breach of any of the representations, warranties, undertakings and Agreements made by Company hereunder, including without limitation indemnifying and holding Grantor harmless from damage to the Property and property located thereon and for physical personal injury occurring on the Property during the Term, and from any liability and loss which Grantor may incur by reason of any accidents, injuries, death or other damage to the Property directly caused by Company's negligence in connection with its use of the Property; provided that such claims do not arise out of Grantor's gross negligence, willful misconduct or contractual breach. Company shall maintain commercial general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and shall name the Town of Micanopy as an additional insured. A certificate of insurance shall be provided to Grantor prior to the commencement of any activity on the Property.

Company may assign this Agreement and any or all of its rights and obligations to any party or entity upon prior approval by the Grantor. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, as applicable. Grantor's sole remedy for a breach of this Agreement by Company is an action at law for money damages, provided however that Grantor retains the right to seek injunctive relief in the event of misrepresentation, breach of confidentiality, or use of Town insignia without approval. Grantor shall not have the right to enjoin, restrain or otherwise interfere with the distribution or other exploitation of the Work or its advertising or publicity. No casual or inadvertent failure by Company to comply with the provisions of this Agreement (other than any provision requiring payment of money) shall constitute a breach, provided however that upon receipt of written notice by Company, Company shall use commercially reasonable efforts to cure such failure.

This Agreement embodies the entire understanding, written or oral, in effect between the parties relating to the subject matter hereof and supersedes any Agreement, written or oral, that may currently exist between Company and Grantor. This Agreement can be modified only by a written instrument signed by both parties. This Agreement shall be construed and interpreted according to the laws of the State of Florida. All disputes arising out of this Agreement shall be resolved and adjudicated exclusively in the Federal and State courts located in the state listed above and each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction and venue of said courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

<b>Grantor:</b>	<b>GrizzlieBrad Films LLC:</b>
Signature: _____	Signature: _____
Name: _____	Name: _____

Title: \_\_\_\_\_

Title: \_\_\_\_\_