

**INCONVENIENCE FEE AGREEMENT**

Date: 5/17, 2021

Production Company (“**Producer**”): CHECK THE GATE PRODUCTIONS, LLC

Premises Owner/Lessee (“**Owner/Lessee**”): BOARD OF COMMISSIONER.

Street Address owned or leased by Owner/Lessee (“**Premises**”): 111 S. BROAD STREET, MONROE, GA 30655

Owner/Lessee Telephone/Other Contact Information: (770) 267-1301

Program (“**Program**”): “A JAZZMAN’S BLUES”

1. **ACTIVITY.** This inconvenience fee agreement (“**Agreement**”) relates to Producer’s filming of the Program and the possibility that Producer’s contemplated activities in connection with the Program (“**Producer’s Activities**”) may cause Owner/Lessee some inconvenience (e.g. because of unusual noise, traffic, lighting, parking or other conditions), including (without limitation):

\_\_\_\_\_  
Producer’s Activities are schedule to commence on or about 5/17, 2021 and continue thereafter until completion, which is anticipated to be on or about 5/17, 2021 (subject to change on account of weather conditions and/or changes in production schedule).

2. **INCONVENIENCE FEE.** As full and complete consideration for any inconvenience caused to Owner/Lessee as a result of Producer’s Activities, Producer shall pay the fee of Seven hundred fifty Dollars (\$ 750 .00) following Producer’s receipt of this Inconvenience Fee Agreement signed by Owner/Lessee and all documentation requested by Producer to process payment of the fee hereunder.

3. **REPRESENTATIONS, WARRANTIES, AND RELEASE.** Owner/Lessee represents, warrants and agrees that Owner/Lessee has the full right, power and authority to grant Producer the rights granted to Producer hereunder, Owner/Lessee has the full right and authority to enter into this Agreement, Owner/Lessee is the owner or lessee of the Premises and the consent of no other party is necessary. Owner/Lessee hereby releases Producer from any and all duties and obligations, and from any and all claims, demands and/or causes of action of any kind or nature whatsoever which Owner/Lessee may have against Producer in connection with the Producer’s Activities, the Program, the Premises, or anything whatsoever.

4. **CONFIDENTIALITY AND ENTIRE AGREEMENT.** Owner/Lessee hereby agrees and acknowledges that Owner/Lessee will keep this Agreement and its terms and any information about the Program in the strictest confidence and shall not disclose the same to any third parties. Third parties shall include, without limitation, individuals (including other participants or potential participants on the Series, spouses, significant others, friends, relatives, acquaintances, and strangers), newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, and any other enterprise involved in print or electronic media, including individuals working directly or indirectly for or on behalf of any such entities. For the purposes of clarity, Owner shall not at any time publish, reveal, disseminate, or disclose or cause to be published, revealed, disseminated or disclosed any Confidential Information (directly, indirectly, orally, in writing, or otherwise) to any third party, in any news story, magazine article, blog, online posting/thread comment, or social media post (e.g. Facebook, Instagram, Twitter, Tumblr, Flickr, YouTube, Pinterest, LinkedIn, IMDB, Myspace, and Google+) or other publicity concerning the Program, Producer, or Owner’s services thereon, and shall not issue, authorize, confirm or in any way enable the issuance of any press information or Confidential Information or any activities on the set or at the location, and will not authorize Owner’s agents, representatives, or employees to do so. Owner will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. This Agreement sets forth the entire agreement of the parties and shall replace

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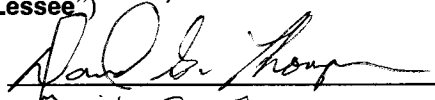
and supersede all prior arrangements, either oral or written, as to the subject matter hereof. Owner/Lessee acknowledges that it has not entered into this Agreement in reliance upon any representation (written or oral, express or implied) of Producer not contained herein. This Agreement may be executed and delivered via facsimile or via other electronic means (e.g., email, etc.) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

5. **APPLICABLE LAW; VENUE.** This Agreement shall be construed and interpreted under the laws of the State of Georgia governing agreements which are wholly executed and performed therein, without regard to its conflicts of law principles. Venue for any action under this Agreement shall be in Fulton County, Georgia.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date listed above,

ACCEPTED AND AGREED:

WATTON County Board of Commissioners  
("Owner/Lessee")

Signature:   
Name: DAVID F. THOMPSON  
Title: CHAIRMAN

CHECK THE GATE PRODUCTIONS, LLC.  
("Producer")

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_