

LOCATION AGREEMENT AND RELEASE

Property Owner:	- and -	Producer:
		Still Standing 8 Productions Manitoba Inc.
		Production: "Still Standing" (Season 8)
Address:		Address: 579 Richmond Street West Suite 100
		Toronto, ON, M5V 1Y6
Phone:		Phone: (416) 324-8537
Fax:		Fax: (416) 324-0942
Email:		Email: apendek@stillstanding.tv
Contact:		Contact: Adam Pendek, Production Manager

Your signature in the space provided below as owner or agent, will confirm the following agreement ("**Agreement**") between you, the Property Owner ("**Owner**") and Still Standing 8 Productions Manitoba Inc. ("**Company**") regarding filming of your property (the "**Premises**") described below in connection with the production above-referenced (the "**Production**").

1. For good and valuable consideration, Owner hereby grants to Company the right during the Term (as defined below) hereof to photograph and record at, the Premises (as defined below) (including, without limitation, the right to photograph and record both the real and personal property, all of the signs, displays, exteriors, and anything appearing therein). Owner also authorizes Company to record the exterior of the Premises by aerial drone flying above the Premises.
2. As used herein, the term "**Premises**" refers to the premises located at:

Properties owned/managed/overseen by the Town of Goderich

3. The term hereof (the "**Term**") shall commence on or about TBC and shall continue until TBC unless modified by the parties. The Term shall be subject to modification due to changes in production schedules. Owner agrees to consult closely with Company's representatives to ensure scheduling is arranged which will allow for completion of the episode of the Production featuring the Premises. Owner acknowledges that Company is incurring significant expenses in reliance on Owner's cooperation and participation in connection with this Agreement and that Owner may be held responsible for the actual and/or consequential damages incurred by any breach of this agreement.
4. Owner represents and warrants that: (a) Owner has the right and authority to make and enter into this Agreement and to grant Company the rights set forth herein, without the obtaining of any consents or permissions from anyone; and (b) Owner shall take no action, nor allow or authorize any third party to take any action, which might interfere with Company's authorized use of the Premises. Owner hereby waives all rights of privacy or other rights of a similar nature with respect to Company's use of the Premises. Owner shall indemnify Company, its licensees and assigns, and their parent, affiliate, and related entities, shareholders, directors, officers and employees, from and against any breach or claim of breach by Owner of any representation, warranty, agreement or obligation herein.
5. Company agrees to leave the Premises in substantially the same condition as when received by Company, reasonable wear and tear excepted.
6. Company agrees to indemnify and hold Owner harmless from damage to the Premises and property located thereon and for personal injury occurring on the Premises during the Term and from any liability and loss which Owner may incur by reason of any accidents, injuries, death or other damage to the Premises directly caused by Company's negligence in connection with its use of the Premises. In connection therewith Owner must submit to Company, within three (3) days after Company vacates the Premises, a detailed list of any property damage or personal injuries which Owner feels Company is responsible, failing which Owner will be deemed to have acknowledged that there is no property damage or personal injuries for which Company is responsible. Owner shall permit Company's representatives to inspect any damaged property and to verify any claims for damages by Owner. Owner hereby waives, on behalf of Owner and Owner's insurance carrier, all rights of subrogation on any claim(s) arising under any and all insurance policies in effect during the Term of this Agreement insuring any of Owner's property on the Premises. Notwithstanding any provisions herein to the contrary, Company's liability under this Paragraph and this Agreement, or otherwise in connection with

the Premises and/or the use thereof, shall be limited to the amount of comprehensive general liability insurance Company has obtained in connection with the Production.

7. Nothing shall obligate Company to photograph, to use such photography, or to otherwise use the Premises. Company shall have the right to photograph, record and depict the Premises and/or any part or parts thereof, accurately or otherwise, as Company may choose, 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 Premises or any part or parts thereof, in connection with the Production and any other works produced by Company.

8. Owner acknowledges that, as between Owner and Company, Company is the copyright owner of the photography and/or recordings of the Premises, and that Company, its successors and assigns have the irrevocable and perpetual right, throughout the universe, in any matter and in any media to use and exploit the films, photographs, and recordings made of or on the Premises in such manner and to such extent as Company desires in its sole discretion without payment of additional compensation to Owner. Company and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, programs, products (including interactive and multimedia products), photographs, and recordings made on or of the Premises, and in the advertising and publicity thereof, in perpetuity throughout the universe. Owner hereby acknowledges that neither Owner nor any tenant, or other party now or hereafter having an interest in the Premises, has any interest in Company's photography or recording on or of the Premises, nor any right of action, including without limitation, any right to seek injunctive relief against Company, its successors and/or assignees or any party arising out of any use of said photography and sound recordings.

9. Company may assign or transfer this Agreement or all or any part of its rights hereunder to any person, firm or corporation; Owner agrees that it shall not have the right to assign or transfer this Agreement.

10. This Agreement constitutes a binding agreement and is the entire agreement among Company and Owner and supersedes all prior negotiations and communications, whether written or oral; representations and warranties, whether written or oral; and documents and writings, whether signed or unsigned, with respect to the subject matter hereof.

11. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of the Canada applicable therein and the parties hereto expressly attorn to the exclusive jurisdiction of the courts of the state of the Province of Ontario.

APPROVED AND ACCEPTED:

Owner or Owner Representative

Still Standing 8 Productions Manitoba Inc.

By: _____

By: _____

Print Name: _____

Authorized Signatory