

LOCATION AGREEMENT

This agreement ("Agreement") is dated **December 1, 2021** between **Broken Arrow OK Public Schools ("Owner")**, whose address is **Broken Arrow Performing Arts Center: 701 South Main Street, Broken Arrow OK 74012** (Tel: 918-259-5731/ Email: sjallen@baschools.org], and **American Broadcasting Companies, Inc. ("Producer")**, with offices located at **47 West 66th Street, New York, NY 10023**. Owner and Producer are sometimes collectively referred to herein as the "Parties".

1. GRANT. For the Term specified in Paragraph 4 below, and for any extensions provided for herein, Owner hereby grants to Producer, its successors, assigns, licensees, employees, representatives, independent contractors and suppliers, the right to use the area of private property known as "**Broken Arrow Performing Arts Center**" (the "Property") together with access to and egress from the Property with its personnel and equipment for the purpose of photographing and filming for the audiovisual production currently entitled "**TULSA PROJECT (w.t.)**", (the "Production").
2. PAYMENT. As consideration in full for use of the Property, Producer agrees to pay Owner the total sum of **Four Thousand Dollars (\$4000.00)**. Producer may at any time elect not to use the Property by giving Owner written notice of such election, in which case neither party will have any obligation to the other hereunder. If Producer is unable to start work on the date designated below and/or work in progress is interrupted during the use of the Property by Producer, the parties will work together in good faith to reschedule use of the Property to a later date to be mutually agreed upon and/or to extend the period set forth in this Agreement.
3. PROPERTY USE. The use of the Property granted to Producer by Owner includes the right to shoot the Property as well as signs, names, logos, furniture and fixtures located on the Property. Producer may at any time elect not to use the Property by giving Owner written notice of such election, in which case neither party will have any obligation to the other hereunder. If Producer is unable to start work on the date designated below and/or work in progress is interrupted during the use of the Property by Producer, the parties will work together in good faith to reschedule use of the Property to a later date to be mutually agreed upon and/or to extend the period set forth in this Agreement.
4. TERM. The Term of this Agreement shall be as follows: **Friday December 17 and Saturday December 18, 2021**; exact load-in/load-out times to be mutually determined between the parties.
5. RIGHTS. All rights of every kind in and to all photographs and sound recordings made hereunder in connection with use of the Property by Producer (the "Footage") shall be and remain the sole and exclusive property of Producer. Such rights shall include, without limitation, the perpetual and irrevocable right to use and re-use said Footage in connection with the Production
6. INSURANCE. Producer will provide Owner with a certificate of insurance evidencing its current coverages, and adding Owner as an additional insured on its General Liability policy.
7. WARRANTIES. Owner warrants, represents and agrees that: (i) Owner is fully authorized to enter into this Agreement; and (ii) Owner has the right to grant Producer the use of the Property as described herein and to grant each of the rights herein granted.
8. CONDITION OF PROPERTY. Producer will leave the Property in substantially as good condition as when received by it, reasonable wear and tear for the use of the Property for the purposes herein permitted. If there is a dispute as to whether there are any damages to the Property caused by Producer, Owner shall deliver to Producer a detailed list of those items and provide Producer with a reasonable opportunity to inspect the Property to determine the need for repairs, if any.
9. REMEDIES. Owner shall not be entitled to enjoin, restrain or interfere with Producer's production, distribution, merchandising, advertising, publicizing, exhibiting or exploitation of the Productions or any of Producer's rights hereunder.

10. LIABILITY. Owner shall indemnify and hold Producer harmless for any liabilities, losses, claims, demands, costs (including, without limitation, reasonable outside attorneys' fees) and expenses (collectively, "**Claims**") arising in connection with (i) Owner's breach of this Agreement or (ii) Owner's negligence or willful misconduct. Producer shall indemnify and hold Owner harmless from any Claims arising in connection with (i) Producer's breach of this Agreement or (ii) Producer's negligence or willful misconduct.

11. FORCE MAJEURE. If there is an occurrence outside of either party's control such as weather conditions, earthquake, pandemic, illness, government order, terrorist act, tsunami, hurricane, tornado, fire, flood, labor dispute, and Producer is unable to start work on the date designated above and/or work in progress is interrupted during its use of the Property, Producer shall have the right to elect not to use the Property or to use the Property at a later date to be mutually agreed upon under the same terms and conditions as set forth herein and/or to extend the period set forth in the Agreement. In the event Producer elects not to use the Property, or the parties cannot agree on a later date, or the Property is not in a useable condition due to an event of Force Majeure, neither party will have any further obligation under this Agreement.

12. ENTIRE AGREEMENT. This Agreement contains the full and complete understanding between the Parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each Party.

ACCEPTED AND AGREED TO:

BROKEN ARROW PUBLIC SCHOOLS
("Owner")

AMERICAN BROADCASTING COMPANIES, INC.
("Producer")

[Sign name]

[Sign ABC name]

Steve Allen

[Print name]

[Print ABC name]

SCHOOL BOARD PRESIDENT

[Title]

[ABC Title]