

LOCATION AGREEMENT

Re: "WHAT IF" (the "Picture")

CHARTIERS VALLEY SCHOOL DISTRICT ("Owner") hereby grants permission to SHIRLEY PRODUCTIONS LLC, a Pennsylvania limited liability company ("Producer") (and its employees, successors, assigns, licensees, employees, agents, independent contractors and suppliers and any other parties Producer may authorize or designate), to enter and use the "Property" (as defined below) in connection with the Picture, including permission to photograph and record (either accurately, simulated, in combination with other sets and/or locations and/or otherwise) the exteriors, interiors and contents (excluding any signs, names, displays, trademarks, slogan, logos, images or other information identifying or associated with Owner or any employees or students of Owner) and to bring all necessary personnel, equipment and temporary sets onto the Property, for the purpose of making still and motion pictures and sound recordings of, on and/or about the Property located at: 30 Thoms Run Road, Pittsburgh, PA 15017 (the "Property"), which Property consists of: Chartiers Valley Middle School and Chartiers Valley High School, (including, without limitation, interior and exterior areas of the Property subject to Exhibit "A" attached hereto) and certain personal property (furniture and fixtures, as agreed upon by Producer and Owner) located in, on and/or about the Property.

Producer may bring and utilize Producer equipment, materials (including sets and props), crew and actors, and any other items and persons necessary for the production of the Picture. Producer may move any furniture or furnishings present on the Property, but shall return such furniture and furnishings to its original location by no later than the last date of use as forth on Exhibit "A". Signs on the Property may be removed or changed, but if removed or changed such signs shall be returned to their original location no later than the last date set forth on Exhibit "A". Producer shall leave the Property, including but not limited to furnishings, furniture and signs, in as good order and condition as when received by Producer, excepting reasonable wear and tear resulting from Producer's permitted use of the Property.

Subject to Producer's compliance with the Agreement, Producer shall own and shall have unlimited and exclusive rights to exhibit and exploit any and all scenes photographed and recorded at and of the Property throughout the universe in perpetuity and in all media, whether known or unknown. Neither Owner nor any tenant nor any other party having interest in the Property, now or in the future, shall have any right to bring any claim or suit against the Producer, other than claims against Producer based on Producer's uncured breach of this Agreement. Producer is not obligated actually to use the Property or to include any of said photography and/or said sound recordings in any motion picture. Owner may not terminate or rescind the permission granted to Producer hereunder to use and photograph the Property. In the event of any claim by Owner against Producer, whether or not material, Owner shall be limited to Owner's remedy at law or in equity for damages, if any, and Owner may not enjoin, restrain or interfere with use of the Property as provided in this Agreement or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or the Picture or any element thereof or any of Producer's rights hereunder, except that Owner may seek to enjoin the use of the Property and the advertising, publicizing, exhibiting or exploitation of said photography and/or sound recordings or the Picture based on Producer's breach of this Agreement relating to (a) Producer's use, display or sharing of Owner's name, image, logo, trademarks or slogans in violation of this Agreement; and (b) Producer's material violation of items 3, 4, 5, 6, 9 or 10 on Exhibit "A". Owner acknowledges and agrees that the Property is a primary location for use by Producer as part of the photography of a motion picture, and that any interference with use thereof by Producer that is permitted by this Agreement shall cause Producer substantial monetary and other damage which cannot be adequately compensated in an action at law for damages. Accordingly, without limiting any other right or remedy of Producer, Owner agrees that Producer shall be entitled to injunctive and other equitable relief to prevent any interference with use of the Property by Producer hereunder that is permitted by this Agreement.

Access to the Property is granted for the dates and times set forth in Exhibit "A". Producer shall have the right after such period to reenter the premises only on dates approved by Owner in writing, at Owner's good faith discretion, for the purpose of photographing retakes or added scenes and the like, and the compensation shall be at the same rate as set forth below, prorated for the duration of any such additional use.

In full consideration of the above, Producer will pay the Owner the sum of Eighty-one Thousand Dollars (\$81,000.00), payable as follows: 100% of the fee shall be payable to Owner prior to producer having access to the Property. No fees shall be payable for any day set forth on Exhibit "A" on which the Property is not used in any manner by or on behalf of Producer, including but not limited to photographing or recording, having equipment or materials or sets on site, or any other activity associated with the Picture. Owner shall refund any excess fees paid by Producer at the rate of \$3,115.00/day for any day in which the Property is not used. Producer shall pay Owner in advance for any extra days (days not listed on Exhibit "A") in which Producer uses the Property pursuant to this Agreement, at the rate of \$3,115.00/day.

Producer and Owner agree to jointly inspect the Property prior to and following Producer's use, noting in writing all existing damage, if any. Owner agrees to submit to Producer, in writing, within five (5) business days of Producer vacating the Property (and within five (5) business days of completion of any additional use by Producer of Property, if at all), a detailed list of all claimed property damage for which Producer is responsible. Owner shall permit Producer's representatives to inspect such

damage. In the event that any damage to the Property caused directly by the Producer's use of the Property or by the use of the Property by any of its employees, successors and assigns, licensees, agents, independent contractors, suppliers or other parties permitted by Producer to be on the Property, Producer agrees to pay for and (at the option of Owner perform) all necessary repairs to the satisfaction of Owner within fifteen (15) days of the date of Owner's notice to Producer enclosing the list of all damages.

Owner represents, warrants and agrees that: (a) Owner is the sole and exclusive legal owner of the Property and has the full right, power and authority to grant Producer the rights granted to Producer hereunder; (b) Subject to Exhibit "A", Owner will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Property in accordance with the terms hereof; (c) Owner will pay all taxes and timely do all other acts as are required to maintain the Property in useable condition for all uses by Producer contemplated hereunder; and (d) Owner has the full right to enter into this Agreement and that the consent of no other party is necessary to grant all the permission granted. Owner agrees to and to keep confidential and not at any time, disclose, publish, or otherwise disseminate, to the public or to any third party any information, photographs, footage or publicity of any kind relating directly or indirectly to the Picture, Producer or Producer's affairs generally, in any manner whatsoever, whether to a single or multiple recipient(s) or onto the Internet or by means of other technologies, including without limitation all social media and social networking websites such as Instagram, Snapchat, Twitter and Facebook, blogs, multimedia messaging (e.g., SMS, MMS, email and other technologies), and the like. Further, Owner shall not take any unauthorized photographs, audio or video recordings, nor give to any third party any information, photographs or other items or material coming into Owner's possession or control by reason of Producer's presence on the Property. Subject to Exhibit "A", Owner shall not authorize, permit or bring any individual(s) on the Property or the set, or authorize or permit any individual to photograph or videotape any sets, individuals or activities on set or on the Property.

This Agreement is subject to terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof.

This Agreement may only be altered by both parties signing an additional agreement amending the terms of this Agreement. This Agreement shall be binding upon and for the benefit of Owner and Producer and their respective delegates and heirs. Each party acknowledges that it has not entered into this Agreement in reliance upon any representation (written or oral, express or implied) of the other party not contained herein. Owner agrees that Producer may assign this Agreement and its rights hereunder to any third party. This Agreement may be signed in counterpart, each of which shall be deemed an original, but all of which together shall constitute the Agreement. Any signature page to this Agreement delivered by facsimile machine or transmitted electronically in either a Tagged Image Format File or Portable Document Format shall be shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

ACCEPTED AND AGREED:

SHIRLEY PRODUCTIONS LLC
("Producer")

By _____

Its _____

Signature of Owner and
Authorized Agent

Print Name

Address

Federal ID/SS#

Date

EXHIBIT "A" to LOCATION AGREEMENT

1. Dates and Times of Access to Property. Producer shall be entitled to access the Property between 6:00 a.m. and 7:00 p.m. (Monday – Thursday) and 6:00 a.m. and 3:00 p.m. (Friday) on the following dates and times.

- a. July 7, 2021 – July 9, 2021 (for set-up and preparation only – no filming);
- b. July 12, 2021 – July 16, 2021 (for set-up and preparation only – no filming);
- c. July 19, 2021 – July 23, 2021 (filming);
- d. July 26, 2021 – July 30, 2021 (filming);
- e. August 2, 2021 – August 6, 2021 (for clean-up and restoration only – no filming);
- f. August 9, 2021 (for filming of exterior and principal's office only); and
- g. August 10, 2021 – August 11, 2021 (for clean-up and restoration only – no filming).

2. Non-Exclusive Access. Producer's use of the Property shall not be exclusive. The following previously scheduled activities at the Property are permitted and will take place on the Property on the dates listed below. Owner will attempt to relocate or reschedule these previously scheduled activities but is not obligated to reschedule any of the same. Producer shall not limit, restrict, or interfere in any way with the use of the Property by any participants or attendees at such events. In addition, Owner representatives shall have access to the Property at any time.

- a. July 12, 2021 – July 15, 2021 – Youth basketball camps in high school gymnasiums (main gym and auxiliary gym);
- b. July 19, 2021 – July 22, 2021 – Youth basketball camps in high school gymnasiums (main gym and auxiliary gym);
- c. July 1, 2021 – August 23, 2021 – Weight lifting and student athlete workouts in weight rooms and gyms in high school and/or middle school;
- d. August 12, 2021 – thereafter – Teachers' return to school. Teachers have access to property; and
- e. August 23, 2021 – thereafter – Students' first day back to school. Students have full access to Property.

3. Access to Offices of Principal and Classrooms. Producer shall not access any Principal offices or any classrooms on the Property without the advance written consent of Owner.

4. Ongoing Construction. Producer acknowledges that there is ongoing construction taking place on the roof of a building or building(s) on the Property. Such construction and activities associated therewith shall be permitted to continue during the period of Producer's access to the Property. Producer shall not limit, restrict or interfere in any way with any construction activities taking place on the Property.

5. No Nudity Clause. Producer agrees that the Picture shall not contain any nudity.

6. Insurance. Producer shall file with Owner, prior to Producer accessing the Property, satisfactory evidence of insurance provided by insurers, which are acceptable to Owner, and that have an AM Best rating of "A+" or greater, in the following amounts and kinds:

a. Comprehensive General Liability and Property Damage Insurance, with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the

aggregate, for bodily injury, personal injury and property damage;

b. Automotive Liability Insurance, covering owned and rented vehicles operated by Producer, its consultants, agents, servants and employees and any other person authorized to be on the property by Producer, with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit;

c. Worker's Compensation and Employer's Liability Insurance, in accordance with the applicable Pennsylvania state and federal statutory minimum requirements.

d. All policies, excluding statutory worker's compensation, shall name Owner, School Board Directors, officers, employees and agents on a primary, non-contributory basis. The Certificates of Insurance obtained by Producer will identify Owner as a named additional insured and certificate holder on all applicable policies of insurance or such designation as allowed by law.

e. The certificates shall contain a provision that the coverage afforded under each policy will not be cancelled or materially changed without the agreement of Owner.

f. All policies shall be endorsed to provide waiver of subrogation rights in favor of the District, School Board Directors, officers, employees and agents for activities and operations covered by this Agreement.

g. The coverage afforded under each policy of insurance must be in effect for the duration of the Agreement, and shall run concurrently with the effective date of the Agreement.

h. In addition to the insurance requirements, Producer shall also defend, indemnify and hold harmless Owner, its directors, officers, agents and employees with counsel of the District's own choosing, from and against any and all claims, suits, judgments and demands whatsoever including without limitation costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused by acts or omissions of Producer, its agents or employees, in the performance of the Agreement.

7. Owner Facility Usage Policy. Producer agrees to fully comply with all guidelines and user responsibilities set forth in the District's Facility Usage Policy, Policy No. 707, at all times when using the Property.

8. Rental of School Bus. Producer may request that Owner have a school bus on site, parked in front of the High School on one of the days listed in paragraph 1 above. Should Producer make such a request, Producer shall pay to the District an amount equal to the rate to be paid by Owner to the driver of the vehicle during the time the school bus is provided. This amount shall be in addition to the other amounts paid by Producer to Owner pursuant to this Agreement. Producer shall not photograph or record any signs, names, displays, logos or other information contained on the school bus identifying Owner.

9. Clearance Certificates. Any employees and agents of Producer having direct contact with children in the course of use of the Property must secure any and all clearances as required by Pennsylvania law.

10. Confidentiality. Producer agrees that it will not disclose or make available any Confidential Information (as herein defined) of Owner to any person or entity, nor shall Producer cause to be made, or permit or allow, either on its own behalf or others, any use of such Confidential Information. Producer agrees not to use, transcribe, copy, duplicate, photograph, or film all or any portion of any written Confidential Information or copies thereof. For purposes of this Agreement, "Confidential Information" shall mean all personnel records, financial information, medical information, protected health information, student records and information, and all other information or data identified to Producer by Owner as confidential, and which are obtained by Producer in the course of performing this Agreement.