

**THE VARSITY
LOCATION AGREEMENT**

THIS LOCATION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2015, between **THE VARSITY, INC.**, a Georgia corporation with a principal business address of 2790 Town Center Drive, Kennesaw, GA 30144 (hereinafter the "**Owner**"), and _____ with a principal business address of _____ (hereinafter the "**Producer**").

W I T N E S S E T H

WHEREAS, the Owner is the owner of the The Varsity Restaurant located at 61 North Avenue, Atlanta, GA 30308 (the "**Premises**");

WHEREAS, the Producer performs filming activities in connection with _____ (the "**Production**");

WHEREAS, the Producer desires to perform filming activities on or about the Premises in connection with the Production; and

WHEREAS, the Owner desires to allow Producer to perform such filming activities.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

(a) "Filming": the capturing of moving or still images of the Premises by any means or any media now known or that may be invented in the future including, but not limited to, film, videotape, digital disk or any electronic transmission to or via any medium, including the Internet.

(b) "Recordings": any medium on or through which moving or still images or sounds in connection with the Production are stored for subsequent reproduction or broadcast.

(c) "Shoot": any Filming activities taking place on the Premises in connection with the Production.

2. Scope of the Production.

(a) Producer will conduct the Shoot in or about the Premises on the following date(s): _____ (the "**Shoot Date**").

(b) Owner hereby grants to Producer the right to enter into and remain on the Premises on the Shoot Date(s) with personnel and equipment for the purpose of videotaping the Production and engaging in Production activities (including set up and clean up) thereon. Producer may bring such personnel and equipment as it may reasonably determine necessary into the Premises for the purpose of exercising its rights hereunder.

(c) Producer agrees to portray "The Varsity" name, the Premises, the Owner and its officers, employees and agents in a positive manner at all times. Subject to this subsection, Producer shall have the right to photograph, film, tape, record and depict the Premises, to take exterior and interior shots of the Premises and any improvements thereon, and to photograph, film, tape, record and depict any persons or objects on the Premises.

(d) Any Recordings made pursuant to this Agreement are to be used solely in connection with the Production as identified herein, including the reasonable promotion of the Production. Producer acknowledges and agrees that the Recordings may not be used in connection with any other broadcast of any kind without Owner's prior written

consent. Producer may utilize and edit the Recordings as reasonably necessary to advertise, publicize, promote and broadcast the Production.

(e) Owner grants to Producer a nonexclusive license to use the following intellectual property of the owner in connection with the Production: the interior and exterior of the Premises, and "The Varsity" name and signage; *provided*, Producer gives written notice to Owner of the anticipated uses by Producer of such intellectual property and obtains Owner's written consent prior to Filming.

(f) Producer is not obligated to actually use the Premises, utilize the Recordings, use the Premises or "The Varsity" name or to produce the Production.

3. Rights and Duties. The parties hereto agree to act reasonably and in good faith in connection with the performance of all terms and conditions of this Agreement and in exercising all rights and obligations with respect thereto.

4. Film Ownership. All rights of any kind in and to all the photographs, motion pictures, videotapes or sound recordings obtained from the exercise of the permission herein granted (and any negatives, prints, or duplicates thereof) shall belong to Producer its successors and assigns, and shall be used only in connection with the permitted Production pursuant to this Agreement. Further, Producer shall not use, sell, or in any way transfer, or permit others to use, sell or transfer any such materials except for the purposes identified herein.

5. Use of Premises. Producer understands and acknowledges that Owner maintains control over the Premises and its usage, including, but not limited to, alterations of the Premises. Producer agrees that it shall obtain the prior written approval from the Owner, which shall not be unreasonably withheld, before any alterations, additions, "set dressings," or other modification(s) to the Premises, whether temporary or permanent, are undertaken. Owner has sole discretion concerning whether to permit Producer to alter or modify the Premises prior to the Shoot.

6. Condition of Premises. At the beginning of the Shoot, representatives of Producer and of Owner shall inspect the Premises, noting any problems, defects, or extraordinary wear and tear that may exist. At the conclusion of the Shoot, representatives of Producer and of Owner shall re-inspect the Premises to establish the condition thereof and to determine if there has been any damage sustained during the Shoot. Producer agrees to leave the Premises in as good order and condition as when received by Producer. Producer agrees to leave the Premises in as good order and condition as when received by Producer, reasonable wear and tear excepted. If Premises have been damaged, it shall be noted in writing by the Owner representative and provided to the Producer representative. In the event of any dispute over whether damage to the Premises has occurred, the determination of the Owner shall be conclusive. Producer agrees that Owner may, at its sole and reasonable discretion, restore any such damage to the Premises and, further, Producer agrees to reimburse University for the reasonable costs of any such restoration within fifteen (15) business days of Producer's receipt of Owner's invoice.

7. Authorized Representatives. In connection with the performance of this Agreement, the following individuals are designated to act and receive notices for the parties:

For Owner:	For Producer:
Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

8. Liability. Producer shall defend, indemnify and hold harmless Owner, its officers, employees and agents from and against every loss, expense (including reasonable attorneys' fees and costs) liability or payment by reason of any damages or injuries to persons (including death) or property

(including loss of use or theft thereof) arising out of or in connection with Producer's performance of this Agreement including that of their employees, agents, subcontractors, actors and extras excepting only those claims caused by the sole willful negligence of Owner.

9. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties with reference to the subject matter hereof and may not be altered, amended, modified or terminated except in writing and with the consent of both parties.

10. Arbitration. Any dispute between the parties arising under or related to this Agreement shall be resolved by arbitration which shall be held in Cobb County, Georgia and conducted in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses of the arbitration, except that the arbitrator's fees and costs shall be borne equally by the parties.

11. Choice of Law. The laws of the State of Georgia shall govern this Agreement without regard to its conflict of laws rules.

12. Relationship between the Parties. This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Producer and anyone acting for or on behalf of Producer and the Owner.

13. Severability. The determination that any portion of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

14. Waiver. Failure of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights.

15. Amendments. Any amendments to this Agreement must be in a writing signed by both parties.

16. Compliance with Law. Producer shall comply at all times with all local, state and federal ordinances, laws, and regulations during its use of the Premises.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original counterpart, and will become a binding agreement when each of the Parties has executed one counterpart and delivered it to the other Party. Delivery by facsimile, portable document format (PDF), or other electronic means of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement

WITNESS OUR HANDS the day and year first above written.

Owner:

The Varsity, Inc.,
a Georgia corporation

Producer:

_____,
a _____ corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____