

## LOCATION AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of July, 2017, by and between Ring of Fire Inc., (hereinafter referred to as the “Company”) and Lancaster County, Nebraska, a political subdivision of the State of Nebraska (hereinafter referred to as the “County”).

Background: Company is in the business of developing, producing, and marketing films. Company has a filming project in production in Lincoln, Nebraska.

**I. Permission Granted:** County grants Company permission and right to enter agreed County locations at specified dates and times which shall include not only real property but any fixtures, equipment, or other personal property, provided that: 1) Company shall notify County at least 24 hours in advance of commencement of any use of County property; 2) nothing in this Location Agreement shall authorize Company or its employees, agents, and other persons or entities authorized by Company to remove or rearrange any signage or traffic control equipment on or adjacent to the Locations without the express prior approval of the County; and 3) County may require a park use permit and/or street closure permit and may restrict the hours of such street closure to non-rush hour periods and may reasonably limit periods of closure to facilitate vehicular traffic flow and County reserves the right to limit the hours of use of County property where necessary, in County’s sole discretion, for the proper conduct of County business from the Locations or for emergency conditions. The scope of the permission granted by County to Company shall be limited to the Scope of the Film Project and the Locations, Dates, and Times of the Film Project described in Attachment A to this Agreement, which Attachment is attached hereto and hereby incorporated into this Agreement by this reference.

**II. Confidentiality:** County agrees that all information heard, shared, or seen on set, in meetings, or in the script is confidential and cannot be given to the public without written consent from the Company. Violation of this clause may result in legal action.

**III. Jurisdiction:** This Agreement is entered into and is to be governed and construed under the laws of the State of Nebraska. The courts of Lancaster County, Nebraska shall have exclusive jurisdiction over any claims arising out of this Agreement.

**IV. Entirety:** This is the entire agreement of the parties. This Agreement shall not be amended, in part or in full, except in writing signed by the parties to this Agreement and specifically referring hereto.

**V. Indemnification:** The Company hereby agrees to indemnify and hold harmless the County, its officers, agents, and employees against all claims, damages, losses, and expenses including attorneys’ fees arising out of or related to this permit or the filming, or activities related to the filming requested that is caused by the Company, or anyone directly or indirectly employed, authorized, or under the direction of the Company, or anyone for whose acts any of them may be liable for. This Agreement shall not require the Company to indemnify or hold harmless the County for any losses, claims, damages, and expenses arising out of the sole negligence of the County.

The County shall not be responsible nor be held liable for any damage consequent upon the use, misuse, or failure of any equipment used by the Company or anyone directly or indirectly employed by the Company. The Company's acceptance or use of any County equipment shall mean that Company accepts full responsibility for any loss or damage to the equipment while the equipment is used or under the control of the Company, or anyone directly or indirectly employed by the Company. In addition to paying for any such damage to the equipment itself, the Company hereby agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against claims, damages, losses, and expenses including attorneys' fees arising out of the use, misuse, or failure of such equipment. Such indemnification applies regardless of whether such damage or loss is incurred by any employee or property of the Company, the County, or other persons. Such indemnification shall not be qualified or reduced in any way because the County may have provided the subject equipment (regardless of associated fees) to the Company.

**VI. Insurance:** In connection with this Agreement, Company shall maintain General Liability Insurance, naming and protecting them, and the County as Additional Insured, against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by Contractor or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence

Company's Certificate of Insurance shall be attached to this Agreement and made part of this Agreement by reference. Company's Certificate of Insurance shall be filed on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage modifications, and endorsements required by this Agreement. Company shall provide with its Certificate of Insurance an Additional Insured Endorsement Form showing the County as additional Insured under the applicant's General Liability Insurance policy

Company shall notify County if its insurance is to expire and provide County with a new Certificate of Insurance prior to any additional access to County property.

**VII. Comply with Law:** The undersigned, on behalf of the Company, hereby agrees to comply with all related applicable laws.

**VIII. Capacity:** The undersigned hereby agrees and represents that he or she is legally capable to sign this application and to lawfully bind the Company (and the Company's Organization, if applicable) to the terms and conditions herein.

**IX. Consideration:** In consideration of the County's granting the Permission described in Section 1 of this Agreement, the Company agrees to all the terms of this Agreement.

EXECUTED this \_\_\_\_ day of July, 2017, by COUNTY.

THE BOARD OF COUNTY  
COMMISSIONERS OF LANCASTER  
COUNTY, NEBRASKA

APPROVED AS TO FORM  
this \_\_\_\_\_ day of July, 2017.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Deputy County Attorney  
for JOE KELLY  
County Attorney

EXECUTED this \_\_\_\_ day of July, 2017, by COMPANY.

By: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A**

**PROJECT NAME:**

**COMPANY NAME:**

NAME:  
STREET ADDRESS:  
CITY:  
STATE:  
ZIP:  
PHONE:  
WEBSITE:

**MAIN CONTACT**

NAME:  
POSITION:  
STREET ADDRESS:  
CITY, STATE, ZIP:  
PHONE:  
CELL PHONE #:  
E-MAIL:  
FAX:

**SECONDARY CONTACT**

NAME:  
POSITION:  
STREET ADDRESS: CITY, STATE, ZIP:  
PHONE:  
CELL PHONE #:  
E-MAIL:  
FAX:

Attachment A

**PROPOSED DATE(s)/TIME(s)/LOCATION(s) OF YOUR FILM PROJECT**

Attachment A

**DESCRIPTION/SCOPE OF YOUR FILM PROJECT**

# Street Use Permit Application

Permit #

Lancaster County  
 555 S. 10th Street, Lincoln, NE 68508-3995  
 Main: 402-441-7447 • Fax: 402-441-6301

Street Use Address

Legal Description

Nature of Use

Applicant Name (Contractor)

Email Address

Applicant Address

Phone #

Sidewalk Space:

Number of Days

From:

To:

Ft. x Ft.=

Sq. Ft. = \$

Ft. x Ft.=

Sq. Ft. = \$

Street Use:

Number of Days

From:

To:

Ft. x Ft.=

Sq. Ft. = \$

Ft. x Ft.=

Sq. Ft. = \$

Alley Use:

Number of Days

From:

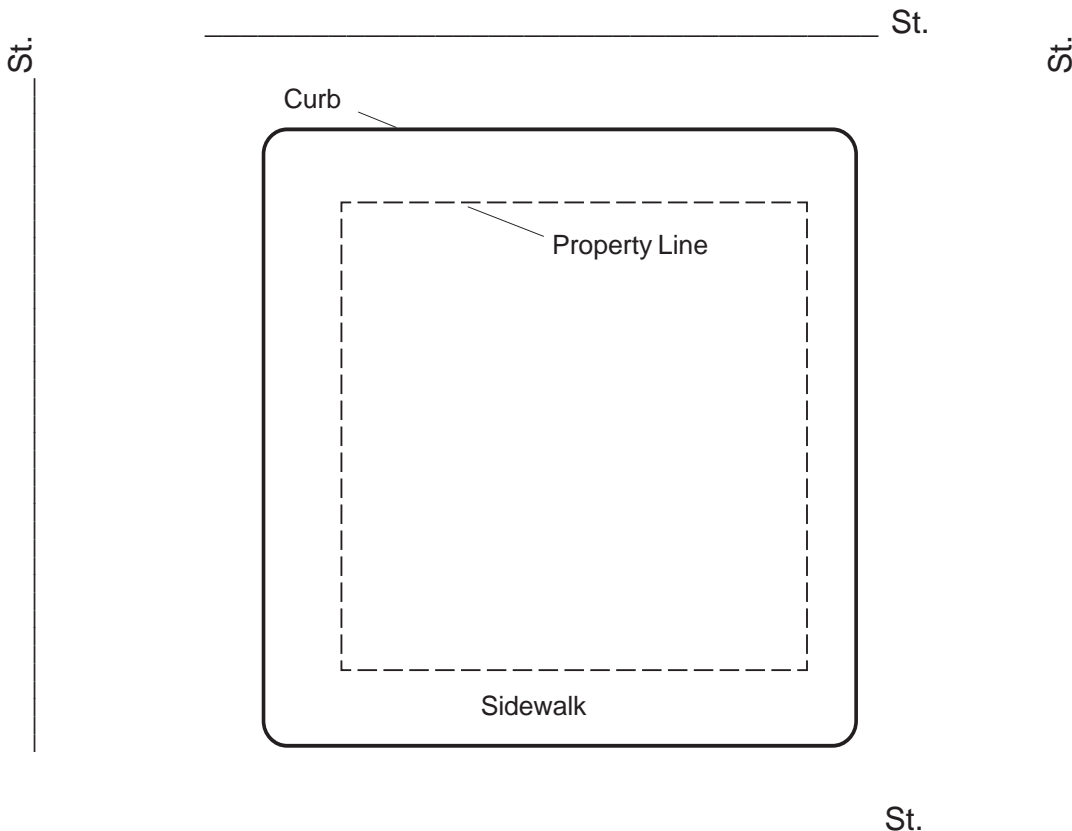
To:

Ft. x Ft.=

Sq. Ft. = \$

Ft. x Ft.=

Sq. Ft. = \$



In connection with this Permit, applicant shall maintain General Liability Insurance, naming and protecting them, and the County as Additional Insured, against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Permit whether such operations be by Applicant or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage      \$1,000,000 Each Occurrence  
   \$2,000,000 Aggregate

Personal Injury Damage                \$1,000,000 Each Occurrence

Applicant's Certificate of Insurance shall be filed on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage modifications, and endorsements required by this Agreement. Applicant shall with its Certificate of Insurance an Additional Insured Endorsement Form showing the County as additional Insured under the applicant's General Liability Insurance policy. Applicant shall notify County if its insurance is to expire and provide County with a new Certificate of Insurance prior to any additional access to Lancaster County property.

The applicant hereby agrees to comply with all special requirements as outlined in the Street Use Application and hereby agrees to save and keep Lancaster County, officers, agents, and employees, free and harmless from any and all loss or damages or claims for damages arising from or out of the use of the public space requested, and for the full and complete protection of Lancaster County, officers, agents, and employees, against any and all litigation growing out of the granting of such permit or anything done under such permit.

If this Permit will require the full or partial closure of a street, applicant shall submit a detour plan for approval by the Lancaster County Engineer's Office.

Print/Type Name

Applicant Signature

Date

Approved by:

Date