

and sub-contractors from all damage, loss, theft, or destruction of sets, props or equipment, and all losses, liabilities, damages, injuries, claims, demands, fines, penalties, costs and expenses of every kind including legal fees and costs in defending against or prosecuting claims, arising out of or in connection with the use of the Property by the Licensee or its agents, employees, and other third parties, whether or not authorized, during the License Period or any extension thereof.

VI. **Default** - This Agreement shall be deemed in default if Licensee a) fails to make a required payment in a timely manner, b) fails to provide required proof and continuously maintain all necessary insurance, c) misuses the Property, d) violates any law of an involved jurisdiction, d) holdover without Licensor's written permission, or e) has a trustee or receiver appointed to manage substantially all its assets. If a default is not cured within 24 hours of Licensor's tender of written notice, irrespective of holidays or weekends, Licensor has the right among its other rights in equity and law, the right to take immediate possession of the Property as permitted by law, without further notice or process of law if permitted, and terminate all License of Property to Licensee. All payments due Licensor under this Agreement shall become immediately due and payable for the full License Period plus any holdover period, and Licensee shall be liable for any additional expenses, including costs of repossession and reasonable outside legal fees and costs which Licensor may incur as a result of Licensee's default.

VII. **Force Majeure** - An occurrence of a Force Majeure event suspends either party's obligation to perform under this Agreement. A Force Majeure event is a catastrophic event such as earthquake, flood, tornado, fire, or other event making performance impossible that is beyond the party's control, such as industry-wide strike, riot, and war. The loss or absence of a key performer or crew member as the result of a business dispute is not a Force Majeure event, nor is the failure or late payment of production financing or money transfers. If a Force Majeure event continues for five days or more, either party may terminate this agreement by written notice to the other. Force

Majeure shall not extinguish Licensee's liability for loss, damage, or theft of the Property, as well as injury and third party personal injury and property damage.

VIII. **Rights Granted** - This License Agreement does not convey title, right or interest to the Licensee in the Property except as a Licensee. At all times sets and equipment shall remain the personal property of Licensor exclusively. Licensee shall keep the Property free of all liens and claims, and shall not engage in activities that may expressly or by implication impair or encumber Licensor's rights to the Property. Upon termination of the License Period, Licensee shall return the Property at its own expense to Licensor at its premises in the same condition as when received by Licensee, normal wear and tear from proper use excepted. The Property shall remain the property of the Licensor even though it may be bolted, cemented, or affixed in a permanent manner to real property, and if affixed or embedded at Licensee's request, removal shall be at Licensee's sole expense. Licensee, its successors and assigns, shall have all right, title and interest of every kind to all photographs and recordings made in connection with the Production which depict the Property, (the "Recordings") for exhibition, exploitation and promotion without limitation, in all media whether known or hereafter devised, in perpetuity.

IX. **NO WARRANTY OF FITNESS OR SUITABILITY IS MADE - LICENSEE ACKNOWLEDGES THAT THE PROPERTY LICENSED WAS SELECTED BASED ON LICENSEE'S OWN ASSESSMENT, AND NOT BASED ON ANY REPRESENTATION MADE BY LICENSOR OF FITNESS, SUITABILITY, DURABILITY, OR QUALITY OF THE PROPERTY. LICENSOR MAKES NO OTHER WARRANTIES OF THE PROPERTY, INCLUDING MERCHANTABILITY, OTHER THAN WHAT IS WRITTEN IN THIS AGREEMENT. THE PROPERTY IS LICENSED AS-IS. LICENSEE LICENSES THE PROPERTY AT ITS OWN RISK.**

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| <p><u>AGREED AND ACCEPTED BY:</u></p> <p>LICENSOR:</p> <p>X _____ DATE: _____</p> <p>PRINT NAME: _____</p> | <p><u>AGREED AND ACCEPTED BY:</u></p> <p>LICENSEE:</p> <p>X _____ DATE: _____</p> <p>PRINT NAME: _____</p> |
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