

## LOCATION AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2016 by and between IMG Academy, LLC (“IMG A”), a Florida limited liability company and \_\_\_\_\_ (“Producer”), a \_\_\_\_\_ with the address of \_\_\_\_\_.

### WITNESSETH

WHEREAS, IMG A owns and operates a renowned private academy and athletic training facility (the “Academy”) on a 550 acre campus in Bradenton (the “Campus”) and

WHEREAS, Producer desires to license from IMG A the non-exclusive right to use the Campus and/or the Site as a location from which to capture images or make recordings for the “Program/Materials.”  
**[DESCRIBE THE CONTENT, PROGRAM OR ADVERTISING BEING PRODUCED]**

NOW, THEREFORE, for good and valuable consideration and the mutual promises herein contained, the parties agree as follows:

1. GRANT OF LICENSE TO RECORD. (a) IMG A hereby grants to Producer, as well as Producer’s credentialed employees, agents, independent producers, independent contractors, suppliers, licensees, successors and assigns (which right to assign is subject to Section 10 hereof) the non-exclusive, non-transferable right and license to capture images or recordings (the “Recordings”), of and from designated areas of the Campus (the “Site”) on film or tape during the Production Period subject to the terms hereof on the dates and at the times specified in Exhibit A attached hereto for rehearsing, photographing, filming, recording and/or broadcasting certain scenes and sounds for use for the Program/Materials . In this regard, Producer shall have the right, subject to the prior approval of IMG A, to bring a limited number of such personnel and a limited amount of equipment, including without limitation, props and/or sets, into the Academy or Campus during the Production Period, as hereinafter defined, which are reasonably necessary in connection with the use of the Academy or Campus for the Program/Materials specified herein. Notwithstanding the use of the Academy or Site on the Campus described in this Agreement, Producer agrees that IMG A shall have the right, in its sole discretion, to restrict the actual use of the Campus by Producer if, in IMG A’s sole judgment, any such proposed use is likely to interfere with the operations of the Academy or Campus or to cause damage to any portion of the Academy or Campus.

(b) All personnel and equipment of Producer and its independent producers, contractors and suppliers that enter or are brought onto the Campus shall remain subject to the general direction and control of Producer and its designated agents and must be credentialed by IMG A. Producer acknowledges that IMG A and its licensees, sponsors and exhibitors, as well as their respective employees, agents, representatives, successors and assigns, will also be using the Academy or Campus during the Production Period and Producer agrees that the activities of Producer shall not interfere with any activities of such other entities or individuals as determined by IMG A in its sole discretion.

(c) IMG A reserves the right to have one or more representatives present with Producer at any and all times while recording for the Program/Materials for the purpose of protecting the Academy or Campus name, goodwill and public image, and shall have the right to approve, at the time of

production, the manner in which any Recordings depict the Academy or Campus, including, without limitation: the Academy Identification, activities at the Academy or Campus, Academy or Campus participants (e.g. students, athletes, guests, members, etc.) and IMGGA or Academy employees. In accordance therewith, Producer will seek IMGGA's prior approval for each shooting segment, script, treatment, rough cut or final edited version depicting the Academy or Campus, the Academy Identification, any activity occurring at the Academy or Campus, any Academy or Campus participant or any employee of the Academy or IMGGA. In all instances where IMGGA's approval is required, Producer agrees to provide submissions at least five (5) business days before their use and IMGGA agrees to approve or disapprove such materials in three (3) business days.

(d) Where the provisions of this Agreement expressly state that the consent, approval or satisfaction of IMGGA is required, then and in each such instance, IMGGA's approval or consent may be unreasonably withheld because, as Producer hereby acknowledges, IMGGA and its affiliates have very substantial interest in maintaining the image, reputation, aesthetic appearance, quality of, and harmony among the properties owned by them and that accordingly, the use, maintenance and operation thereof must be, in certain instances, subject to the approval of IMGGA in its sole and absolute discretion. Once given, however, the consent or approval is not revocable following conclusion of the individual shooting segment in question.

2. USE OF RIGHTS. (a) As between IMGGA and Producer, all rights of every kind in and to the photographs, films, recordings and other materials ("Recordings") produced by Producer in connection with the Program/Materials shall remain vested in Producer, its licensees, assigns and successors, and such parties may exhibit, advertise, promote, use and re-use all such rights and items in connection with the Program/Materials or any portion thereof, in all media (now known or hereafter devised), throughout the world; provided, however, that no use may be made of any Recordings which contain any of the names, likenesses, logos, trademarks, tradenames, service marks or other proprietary rights or symbols ("Proprietary Rights") of IMGGA, or any of its sponsors, advertisers, students, guests, members, partners, employees, agents, representatives, successors or assigns, without the express prior written consent of the owner of such Proprietary Rights or such other parties whose consent may be required therefore. Producer shall be entitled to use the name and logo of the Academy ("Academy Identification") in connection with the preparation of promotional, press and advertising materials (the "Materials") with respect to the -Program/Materials subject to IMGGA's prior approval.

(b) In no event shall Producer use any Recordings or Images that contain any advertising signs, advertising messages or other brand displays (including without limitation any visible use or display of branded products) in, on or around the Academy or Campus without the prior consent of IMGGA which consent may be withheld by IMGGA in its sole discretion. If Producer intends to photograph, film or record an area in, on or around the Academy or Campus which contains one or more of the Academy or Campus's existing advertising signs or displays, Producer shall notify IMGGA. In no event shall Producer cover, replace or alter any of the Academy or Campus's existing advertising signs or displays without IMGGA's prior written approval.

(c) Producer shall not use any Recordings or images of Academy student-athletes in which they can clearly be identified for commercial and/or promotional purposes. Such images are strictly intended for editorial use, unless prior written approval from IMGGA has been obtained. Use of student athletes in Recording for certain purposes may jeopardize their eligibility under NCAA rules.

(d) Producer shall not use any Recordings or images of student or professional

athletes training at the Academy in which they can clearly be identified for commercial and/or promotional purposes. Such images are strictly intended for editorial use, unless prior written approval from IMGGA and the athlete have been obtained.

3. OBLIGATIONS OF PRODUCER. (a) Unless otherwise agreed, the Academy or Campus shall be designated as the "Official Site" for the Program/Materials or such other mutually acceptable designation as the parties shall determine. In connection therewith, Producer agrees that IMGGA will receive within the Program/Materials audio mentions of "IMG Academy."

(b) Producer shall be required to pay or reimburse IMGGA for any additional equipment or services (as specifically requested by Producer) provided by IMGGA or its contractors in connection with Producer's activities at the Academy or Campus hereunder, including without limitation costs for staffing, cleaning, and security services (the "Expenses"). The Expenses incurred in connection with Producer's activities at the Academy or Campus hereunder shall be paid within thirty (30) days following the receipt by Producer of an invoice therefore from IMGGA. In addition, Producer is responsible for all costs in connection with the production and exhibition of the Program/Materials.

(c) Following the Production Period, Producer will restore all grounds and areas utilized by Producer for the Production to their original condition, and to reimburse IMGGA for any damage (ordinary wear and tear excepted) caused by Producer's activities.

(d) In addition, Producer agrees to comply with such reasonable rules and regulations for the use of the Academy or Campus as IMGGA may request Producer to observe and perform in its filming, photographing, recording and/or taping under this Agreement in such a manner as to minimize interruption of the normal operation of the Academy or Campus.

(e) If requested, Producer agrees to supply IMGGA with one print of the final, approved, edited version of the Program/Materials at no cost in a mutually agreeable reproducible format which may be used by IMGGA for internal company purposes and company website.

(f) There shall be no "Sponsor" or "Sponsors" of the Program/Materials (as defined herein) unless approved in writing by IMGGA in its absolute and sole discretion and certain advertising categories are blocked for exploitation without the prior approval of IMGGA. "Sponsor" or "Sponsors", as used in this section, shall refer to parties who have the right of public exposure and affiliation with the Program/Materials and shall include, but not be limited to public exposure through title, presenting or billboard sponsorship in the Program/Materials. Notwithstanding anything to the contrary contained in this section, an advertiser who has merely purchased commercial spot(s) appearing during the Program/Materials, shall not be deemed a "Sponsor".

5. EXPIRATION OR TERMINATION. Upon the expiration of the Production Period, or upon any termination of this Agreement as provided herein, all personnel, property and equipment of Producer and its employees, agents, independent producers, independent contractors and suppliers shall immediately cease all activities relating to the capturing of images and recording at the Academy or Campus pursuant to this Agreement and IMGGA and its security reserve the right to exclude or remove anyone from the Academy or Campus it deems to present a threat to the safety of the Academy or Campus students, athletes and invitees or to the goodwill and public image of the Academy or Campus.

6. INDEMNIFICATION/INSURANCE. (a) Producer will use reasonable good faith efforts to prevent damage to the Academy or Campus or injury to any persons at the Academy or Campus during the Use Period. Producer agrees to indemnify, defend and hold harmless IMGGA, its affiliates, licensees, advertisers and sponsors, as well as each of their officers, directors, partners, shareholders, employees, agents, representatives, successors and assigns, from and against any and all liabilities, losses, costs, expenses (including reasonable outside attorneys' fees) and damages arising out of or in connection with the use of the Academy or Campus by Producer or its designated employees and agents, including, without limitation, any claims for property damage, any claims for personal injury to any person, unless solely caused by the willful misconduct or gross negligence of IMGGA, its agents or employees, and from any claims brought against IMGGA or its affiliates, licensees, advertisers or sponsors relating to any libel, defamation, slander, invasion of privacy or right of publicity arising out of Producer's use of the Academy or Campus.

(b) Producer agrees to maintain general liability and property damage insurance in the amount of at least \$3,000,000 (combined single limits), as well as an excess or umbrella policy in an amount of at least \$2,000,000, covering all acts of Producer, its employees, agents, independent producers, independent contractors and suppliers.

(c) Producer agrees to maintain media perils/errors and omissions Insurance with standard coverage, including, but not limited to, coverage with respect to claims for damages for infringements of copyrights or other literary property rights including title and music, libel or slander or any other forms of defamation, infringement of privacy and publicity rights, authorized use of names, plagiarism, and similar matters. Such insurance shall be for an amount deemed adequate by IMGGA, but shall at least be One Million Dollars (\$1,000,000) per each occurrence, and Three Million Dollars (\$3,000,000) in the aggregate.

(d) All such policies of insurance shall be primary, noncontributory and waive subrogation, and name the following as additional insureds: IMGGA, and its partners, officers, employees and agents. Producer shall deliver to IMGGA a Certificate of Insurance evidencing such insurance on or before the commencement of the Use Period.

(e) Producer will comply with the requirements of such insurance regarding the giving of notices and cooperating with the carrier in the defense of claims under the policy.

7. LICENSES/CONSENTS/APPROVALS. (a) Producer understands that IMGGA is not obtaining rights clearances for third parties related to the Program/Materials and that Producer must obtain clearances from athletes or other third parties appearing in the Recordings.

(b) Producer represents and warrants to IMGGA that Producer has obtained, or will obtain prior to the required time for obtaining same, all necessary licenses, permits, consents and approvals required for production and distribution of the Program/Materials. Upon request by IMGGA, Producer shall provide IMGGA with copies of any and all such licenses, permits, consents and approvals. Producer shall indemnify, defend and hold harmless IMGGA and its affiliates, licensees, advertisers and sponsors from and against any liability, loss, cost, expense (including attorneys' fees) or damages arising out of or in connection with any breach of this representation and obligation by Producer.

8. FORCE MAJEURE. If the performance by either of the parties of their respective obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, or by any law, rule, regulation, order or other action adopted or taken by any federal, state or local governmental authority, or by any other cause not within said party's control whether or not specifically mentioned herein, said party

shall be excused from performance to the extent such performance or obligation is so limited or prevented by such occurrence without liability of any kind, except that the party whose performance has been affected must take all reasonable means to remedy the force majeure occurrence as expeditiously as possible, and if such party fails to do so, the relief provided under this section shall not be available to such party. Nothing herein contained shall be construed as requiring either of the parties to accede to any demands of labor or labor unions which that party considers unreasonable. In addition, to the extent any of the activities, exhibitions or locations scheduled for taping, filming or photographing under the Agreement are closed, discontinued, or unavailable by reason of a force majeure event or otherwise, IMGA shall be excused from performance to the extent such performance or obligation is limited or prevented by such occurrence without liability of any kind, except that the parties shall make reasonable efforts to select alternative activities, locations, or dates, as the case may be. If and to the extent the parties mutually agree in writing to alternative activities, locations or dates, as the case may be, the same shall be substituted in place of that which was closed, discontinued or unavailable, as set forth above.

9. NOTICES. Except as otherwise herein expressly provided, all notices and other correspondence or communication between the parties shall be in writing and shall be delivered, either in person, by email or facsimile, or by certified or registered mail, return receipt requested, postage prepaid, to the permanent addresses of all parties.

All notices shall be deemed received upon actual receipt by the party to whom sent. Either party may change the address at which it receives notices by notifying the other party thereof in accordance with this section.

10. EFFECT OF AGREEMENT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to their respective affiliates, licensees, sponsors, advertisers and independent contractors, as well as each of their respective employees, agents, officers, shareholders, directors, partners, successors and assigns; provided, however, that Producer agrees that it will not assign this Agreement to any party prior to the completion of filming, recording or photography at the Academy or Campus in any manner which will result in any party other than Producer and its employees, agents, independent producers, independent contractors and suppliers being allowed the use of the Academy or Campus as provided herein, without IMGA's prior written consent, which consent IMGA will not unreasonably withhold.

11. GOVERNING LAW/ARBITRATION. (a) This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to its choice of law rules.

(b) In the event a dispute arises under or in connection with this Agreement or the parties' relationship (whether sounding in contract or in tort) that cannot be resolved first through good faith negotiations, such dispute will be submitted to arbitration and resolved by a single arbitrator (who is a lawyer) in accordance with the Commercial Arbitration Rules of Judicial Arbitration

and Mediation Services, Inc. ("JAMS") the then in effect as modified herein. All such arbitration will be confidential and will take place in Bradenton, Florida. Each party is entitled to depose one fact witness and any expert witness retained by the other party and to conduct such other discovery the arbitrator deems appropriate. The arbitrator has no authority to award attorneys' fees or punitive damages. The award or decision rendered by the arbitrator will be final, binding and conclusive and any court may enter judgment upon such award.

12. ENTIRE AGREEMENT. This Agreement expresses and contains the entire agreement between the parties with respect to the subject matter hereof and there are no other agreements, understandings, arrangements or inducements between the parties with respect to the subject matter hereof which are not fully and completely expressed and contained herein. This Agreement may not be modified, altered or amended except by a written agreement signed by both parties.

IMG ACADEMY, LLC

PRODUCER

By: \_\_\_\_\_  
Chip McCarthy  
Co-Managing Director

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A**

Production Schedule  
Dates and Times

Campus Sites Being Used

Description of Activity