

LA TUNA LOCATIONS PRELIMINARY AGREEMENT

Dated:

Agreement between: LA TUNA LOCATIONS (a.k.a. La Tuna Filming Location, & La Tuna Movie Ranch) ("Licensor) and _____ ("Producer").

<p><u>PROJECT</u></p> <p>Project Title: _____</p> <p>Shoot Dates: _____</p> <p>Total Cast and Crew: _____</p> <p>* If exceeded additional fees may apply</p> <p>Rental Rate: _____</p> <p>Overtime: \$ _____ / hour</p> <p>*All rates add \$200/ hour after 10PM for Site Rep overtime.</p>	<p><u>PRODUCER</u></p> <p>_____</p> <p>COMPANY NAME</p> <p>_____</p> <p>BILLING ADDRESS</p> <p>_____</p> <p>CITY STATE ZIP</p> <p>_____</p> <p>CONTACT NAME AND PHONE</p> <p>EMAIL ADDRESS: _____</p>
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PAYMENTS:

1. Location Fee: Total location fee to be paid before or upon arrival.
2. Security Deposit: \$2000 deposit now due to secure your Shoot Date(s).

Included in rates above:

Yes | No

- Eerie Burnt House - - - - | Limits: _____
- On-Site Parking - - - - - | Limits: _____
- Swimming Pool/Patio - |
- Bathrooms * - - - - - | * Producer accepts all liability for toilet clogs.
- Trash Disposal - - - - - | Craft services, paperwork and makeup only. Additional Trash bins @\$200 each
- Mountain Chalet - - - - - |
- Motorhome - - - - - |
- Always included: All on-site props and practical lighting, 200 AMP power, heating and cooling.

In consideration of the respective covenants contained herein, the parties hereto, intending to legally bind hereby, agree as follows:

1. **LOCATION RELEASE:** Upon payment in full for the location rental, Licensor hereby agrees to permit Producer to use the above listed property areas located at 9145 - 9161 La Tuna Canyon Rd., Sun Valley, CA 91352 ("the Property") for rehearsing, photography, filming and recording scenes and sounds for the Picture. Producer and its licensees, sponsors, assigns and successors may exhibit, advertise, promote and otherwise exploit the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproduction of the Property and whether or not the Property is identified or identifiable, in any and all media whatsoever now known or later devised in the universe in perpetuity.
2. **RIGHT OF ACCESS:** Producer shall have the right to bring personnel and any equipment onto the Property and to remove same following completion of its use of the Property hereunder.
3. **WARRANTY:** Licensor warrants that it has the right and authority to enter into this Agreement and to grant the rights granted by Licensor herein.
4. **INSURANCE:** Producer to provide a certificate of insurance for General Liability and Third Party Property Damage with limits not less than 1M per occurrence and 2M aggregate. Producer shall be the named insured on the policy. COI to name additional insured as follows: John Theodore Kiapos dba La Tuna Locations as insured in the minimum amounts of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate at the location of 9145 - 9161 La Tuna Canyon Road, Sun Valley, California, 91352, and additionally insured as loss payee, prior to commencement of the Project.
5. **SECURITY DEPOSIT:** A walk through will take place before & after filming is completed with representatives of the Producer and Licensor to determine if any loss or damage has occurred as a result of the production. Any loss or damage as a direct result of the Producers use of premises will be the responsibility of the Producer. Producer shall have a reasonable amount of time and the first opportunity to repair such damages. Fees may be deducted from the security deposit, including but not limited to any overtime, restoration and reasonable cleaning fees. Licensor has the right to select any or all contractors required to make any repairs at a reasonable and mutually agreeable cost. Any and all restoration is subject to Licensor's reasonable approval. Any verifiable and substantiated loss, damages and overages must be reported by Licensor to Producer within 3 business days of Producer vacating the premises. Subject to terms hereof, Security Deposit to be returned to Producer within 5 days of vacating the premises.
6. **NO SUBLETTING** No subletting of the stage spaces or assignment of this agreement may be made by Producer without prior permission. A separate Location Agreement and COI will be required for an additional Producer.
7. **FOOD and DRINK:** Licensee agrees that food, snacks, candy and flavored drinks are only permitted on the craft services

patio and poolside seating. Only bottled waters are allowed in the interior buildings. Food and drink utilized as props are allowed as needed anywhere. End of shoot evidence of the food and drink policy violation will automatically incur the \$350 cleaning fee.

8. **CLEANING FEE:** Producer agrees to leave the stages clean and restored including:
 - All floors swept or mopped as needed,
 - All trash cans emptied and relined with white trash bag,
 - All countertops wiped down (including restaurant, kitchens and bathrooms)
 - All major props returned to their original location.Use of **Glitter** on costumes or props will incur an additional \$300 glitter cleaning fee unless thoroughly cleaned up. Producer agrees to a cleaning fee of not less than \$350 or actual cost, whichever is greater, if Licensee does not complete the cleaning and prop return duties
9. **CANCELLATION FEE:** In the event that the Producer cancels the studio rental within seven (7) days of any shoot day, the Producer's security deposit shall be forfeited as a cancellation fee. All other prepaid location fees will be returned within five (5) days of cancellation notice.
10. **DAILY CALL SHEET:** Producer will email a call sheet to the Site Rep each day. Send to latunalocations@gmail.com
11. **EXTERIOR SOUND:** Producer agrees that after 10PM exterior noise will be kept to minimum as to not create a nuisance to the surrounding neighbors. Producer agrees there will not be any end of shoot cheers, clapping for actors or loud voices outdoors after 10PM.
12. **ALTERATIONS TO LOCATION:** Producer agrees that (with Licensor's permission) if it becomes necessary to change, alter, or rearrange any equipment on the Property belonging to Licensor, Producer shall return and restore said equipment to its original place and condition, or repair it, if necessary. Producer agrees to indemnify and hold harmless Licensor from and all liabilities, damages and claims of third parties arising from Producer's use hereunder of the property; and from any physical damage to the Property proximately caused by Producer, or any of its employees, representatives or agents.
13. **LICENSOR'S FURNITURE, ART and PERSONAL PROPERTY:** No furniture, art & personal property may be stacked without ferny pads or bubble wrap in between. No furniture, art or personal property may be kept outdoors.
14. **FILM PERMIT:** Producer is solely responsible for obtaining their film permit and following all permit guidelines. Any violations, fines or fees (including reasonable outside attorney's fees) caused by Producers' unlawful use of the premises will be the responsibility of Producer. Contact FilmLA for help obtaining permit. www.filmla.com
15. **SECURITY:** It is at Producers discretion to provide security during Producers use of the Premises.
16. **LOSS & DAMAGES:** Licensor is not responsible for any loss or damages to Producer's equipment, vehicles or personal property.
17. **COVID-19:** Producer is responsible for all production crew's safety while on the premises and is required to abide by the State Of California's Safety Workplace Guidelines and or the DGA, SAG-AFTRA, IATSE and Teamsters' Committees for COVID-19 Safety Guidelines. Producer also agree to provide cleaning supplies and will sanitize/disinfect all props, furniture, tables, chairs in all areas (including bathrooms) utilized by cast and crew. Producer also agrees to provide any and all Covid-19 personal protective equipment to cast and crew when necessary. Producer will not grant entrance to anyone with a fever. Producer may also not grant entrance if no fever is present but is symptomatic of Covid-19.
18. **NO ALCOHOL MAY BE CONSUMED UPON THE PREMISES.**
19. **NO ILLEGAL DRUGS ARE PERMITTED UPON PREMISES.**
20. **NO SMOKING:** No smoking is permitted inside any building on the property. Smoking is only permitted in authorized areas where URNS are provided.
21. **EXCLUSIONS:** Main house first floor bedroom and basement and Motel first floor interiors are not available.
22. **CONFLICT OF TERMS:** In the event of any conflict between the terms of this document and any other document issued by either Party, the terms of this document shall prevail.
23. **ENTIRE AGREEMENT:** This constitutes the entire agreement between the parties with no modifications unless in writing signed by both parties. A photocopy of this Agreement shall be as legally valid and binding as the original, construed under the laws of the State of California. This agreement may be signed in counterparts. The rights herein granted shall inure to the benefit of all successors, assigns, heirs, executors, etc. of each party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

AGREED TO AND ACCEPTED:BY: "LICENSOR"

AGREED TO AND ACCEPTED:BY: "PRODUCER"

La Tuna Locations
John Kiapos Manager

(an authorized signatory)