

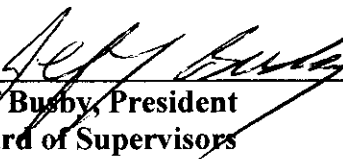
**ORDER: APPROVE AGREEMENT WITH UNIVERSAL TELEVISION LLC TO USE
THE COURTHOUSE FOR FILMING**

Motion was made by David Rikard, duly seconded by Kevin Frye, to approve agreement with Universal Television LLC to use the Courthouse for filming.


The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 4th day of March, 2019.



Jeff Busby, President
Board of Supervisors



Sherry Wall, Chancery Clerk

Universal Television LLC

"Bluff City law"
460 Tennessee Street
Memphis, TN 38103

LOCATION CONTRACT

Lafayette County Board Of Supervisors ("Owner") is the owner of the property that is the subject of this contract (the "Property"). Owner hereby gives permission to Universal Television LLC and its employees, agents, contractors, representatives and suppliers ("Producer") to enter upon and use the Property located at: 107 Courthouse Square Oxford MI 38655 on (See attached addendum) (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the television program currently entitled "*Bluff City Law*" (the "Program"), and in and in connection with any advertising, promotion, publicity, or other material relating to the Program. Producer may use the Property until all scenes requiring the Property have been completed. Without in any way limiting the foregoing, Owner grants Producer the right, without limitation, to recreate at any time the look and feel of the Property, including all buildings, landscaping, fixtures, furnishings, artwork and other features thereon, in connection with any episode or other material (including without limitation advertising, promotion and publicity) relating to the Program. Producer will have the right to use the Property for additional filming as may be necessary and payment will be prorated from the charges (if any) listed below.

In full consideration for all the rights granted to Producer under this contract, Owner will be paid (see attached addendum). In addition, Producer will pay Owner a refundable security deposit (the "Security Deposit") in the amount of \$1000.00 (One Thousand and 00/100).

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the "Owner's Marks") in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property.

If Owner claims that Producer is responsible for any such damage, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage for which Owner claims Producer is responsible (except as otherwise prohibited by applicable laws of the applicable jurisdiction). Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right, but not the obligation to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner's Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings as set forth in this contract. Owner agrees that, even in the event of a dispute under this Agreement, it has no legal or equitable interest, or claim of any kind, in or relating to the production, exhibition, distribution, advertising and exploitation of the Program.

Owner represents and warrants that Owner has the right to enter into this contract and to grant Producer all rights provided by this contract. In the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract and to grant Producer all

rights provided hereunder. This contract shall be construed in accordance with the internal, substantive laws of the State of Mississippi.

Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to any person or entity, specifically excluding the right to enter upon and use the Property, which shall not be licensed, assigned, or transferred by Producer.

Producer shall have the right to cancel this contract at any time prior to Producer's use of the Property. Upon Producer's cancellation of this contract, neither Producer nor Owner shall have any obligations whatsoever under this contract, and Owner shall immediately refund to Producer any and all sums previously paid by Producer pursuant to this contract.

This is the entire contract. This contract may not be amended except by a writing executed by authorized representatives of both parties. If any provisions of this contract are held to be void or unenforceable, all other provisions of this contract shall continue in full force and effect. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

ACCEPTED AND AGREED:

PRODUCER:

By: 

Print Name: Martin Lane

Title: Location Manager

Date: 3/7/19

OWNER:

By: 

Print Name: Jeff Busby

Title: Board President, Lafayette Board of Supervisors

Address: 300 N. Lamar

Oxford MS 38655

Phone: 662 236 2717

Addendum

1) Proposed schedule for Access: (times are estimated)

Prep –Saturday & Sunday March 9th, 10th approx. hours 8a – 8p

Shoot – Monday, Tuesday & Wednesday March 11th, 12th, and 13th –approx. hours 7a – 9p

Restoration – Thursday March 14th – est hours 8a – 8p

2) Compensation:

Producer further agrees to the following:

- 1) Reimbursement of any hourly fee (or overtime) for County Maintenance personnel as needed for Prep/Shoot or Restoration
- 2) Reimbursement for any hourly fees for Sheriff Department deputies as needed for access to the courtroom or security during filming
- 3) Reimbursement for any technical assistance for the Court monitor and playback system work as needed for filming (work provided by Diversified US)
- 4) Reimbursement for any charges for parking in city owned areas or metered spaces as needed for filming