

PROPERTY RELEASE AND RENTAL AGREEMENT

This document comprises only the Property Release and Rental Agreement between

(hereinafter Grantor) and

(hereinafter Client).

Grantor asserts that it owns or represents

(hereinafter Location),

located at:

and has the power to bind itself to the terms of this agreement.

Grantor and Client shall defend, indemnify and hold Scout Napa Valley, LLC (hereinafter SNV) and its owners, subsidiaries and other affiliated companies, and their employees, contractors, officers, and directors harmless from all liabilities, claims, and expenses, including attorney's fees resulting from your use or misuse of this agreement.

Grantor's Initials

Grantor's Initials

Client's Initials

1. GRANT OF RIGHTS

- 1.1. Grantor hereby grants to Client the right to enter upon and use the Location specified in the Appendix in accordance with the terms of this agreement.
- 1.2. This Agreement applies to the named client PRINT advertising, TV Commercials, VIDEO and/or FILM entitled:
- 1.3. Client shall have access to the Location during the times specified in the Appendix.
 - 1.3.1. Client, its employees, agents and its independent contractors, shall have the right to bring on to the Location personnel and equipment (including props and temporary sets) and to remove any such equipment after completion of the Work.
- 1.4. Grantor hereby warrants that it has the right and authority to enter into this agreement and to grant the rights granted by it herein. Grantor shall indemnify, defend, and hold harmless Client from and against any and all claims relating to breach of this warranty.

2. DISCLAIMER OF WARRANTIES BY GRANTOR

- 2.1. Grantor makes no warranties or representations concerning the physical condition of the Location, or its appropriateness for any use.
- 2.2. Grantor shall be under no obligation to:
 - 2.2.1. Provide Client with any services other than those herein described; or,
 - 2.2.2. Indemnify the Client for any claims or losses arising out of Client's use of the Location or any property thereon.

3. USE OF LOCATION

- 3.1. Client shall conduct its operations in a manner minimizing disruption of the Location and its use.
- 3.2. Client will immediately comply with the instructions of Grantor's agents concerning the Location.
- 3.3. Prior to commencement of any production activity on the property, Client shall take Production Stills (film or digital,) of the requested areas of Location to ensure all personal property is returned to its original state at the finish of the production.
- 3.4. Client shall make no permanent alteration to any real or personal property on the Location.
- 3.5. Any proposed temporary alterations shall be submitted in advance to Grantor for approval.
- 3.6. Upon completion of Client's approved production activity at the Location,
 - 3.6.1. Client shall, at its sole expense, promptly restore that portion of the Location to its conditions prior to the photography, except as the parties may otherwise agree.
 - 3.6.2. Client shall clean and remove all rubbish at its sole cost and expense.
- 3.7. Client shall not damage or destroy, or permit its employees, agents, independent contractors, or invitees to damage or destroy, any portion of the Location or property.
 - 3.7.1. In the event of such damage or destruction, Client shall, at its sole cost and expense, repair or replace any such damaged property or portion of the Location to its previous condition.
 - 3.7.2. Any damage or destruction shall be documented and presented to Client by Grantor in writing within (5) FIVE business days of the end of the use of the Location by Client.
 - 3.7.3. If Client fails to repair or replace such property within (5) FIVE business days of being notified of damage, Grantor can perform such work and Client agrees to reimburse Grantor's expenses upon presentation of receipts for said work.
 - 3.7.4. In the event damage or destruction is not documented and presented to Client by Grantor within (5) FIVE business days of the end date of the use of the Location by Client in writing, Client shall not be responsible for said damage or destruction.
- 3.8. Additional property restrictions may be noted in the Appendix under the heading, "Property Restrictions." Client shall abide by any such restrictions.

4. LOCATION PRODUCTION CREW AND VEHICLE LIMITS

- 4.1. Total number of cast, crew and support personnel at the Location shall be limited to _____ people, regardless of their function.
- 4.2. If this Location has motor home access, only _____ motor(s) home shall be allowed. If this Location has motor home access, this box _____ will be checked, and the maximum length of the motor home shall not exceed _____ feet.
- 4.3. Client shall not bring more than _____ additional vehicles to the Location.
 - 4.3.1. Inclusive of _____ production trucks not to exceed _____ feet (each) in length.

4.4. Additional personnel and vehicles must be approved by the Grantor in advance and noted by Client in the Appendix. Additional fees may apply in the final rental fees schedule outlined in Section 14.

4.5. Client is responsible for determining if any special permits may be required by the city, county or state, for any parking not physically on the site of the Location, and for obtaining said permits.

5. CLIENT'S PROPERTY

5.1. All property placed on the Location by, at the direction of, or with the consent of the Client, its employees, agents, independent contractors or invitees, shall be at the risk of Client; Grantor, its employees, agents, independent contractors or invitees shall not be liable for any loss or damage to said property.

Any property left on the Location and any alterations to the Location not removed by the last date permitted in the Appendix hereof shall be deemed to belong to Grantor and Grantor may cause such property to be removed at Client's expense.

6. PYROTECHNICS

6.1. No pyrotechnics or special effects shall be allowed on the Location without the Grantor's written permission.

7. INDEMNIFICATION/LIMITATION OF LIABILITY

7.1. Each of the Parties agree to defend, indemnify, and hold harmless each others employees, agents, and independent contractors from and against any and all claims by or on behalf of any person, firm, or corporation arising out of injury to persons or property occurring on the Location to the extent occasioned by the acts or omissions of a Party or any agent, independent contractor, or invitee of a Party.

8. LIENS & INSURANCE

8.1. Client hereby undertakes to prevent any liens or other encumbrances to attach to any portion of the Location or property thereon arising out of Client's use of the Location.

8.2. Client shall obtain and maintain public liability insurance insuring against all liability of Client, its authorized representatives, and Scout Napa Valley, LLC (SNV) arising out of and in connection with Client's use or occupancy of the Location.

8.2.1. In this regard, Client shall maintain in full force and effect, at its own expense, during the period of this agreement, a comprehensive policy of liability and property damage insurance of at least two million dollars (\$2,000,000) covering general liability and one million dollars (\$1,000,000) covering property damage. Grantor and SNV shall be named, respectively, as an additional insured or loss payee, as appropriate, under such insurance.

8.3. Client shall obtain and maintain adequate worker's compensation insurance as required by applicable State of California.

8.4. Client shall furnish Grantor and SNV with certificates of insurance evidencing such coverage at least 30 days prior to the commencement of the Client's use of the Location. The insurance will contain a provision that it may not be cancelled without thirty (30) days prior written notice to Grantor and SNV; and the insurance shall be primary with respect to risks insured against as regards Grantor's and SNV's insurance.

8.4.1. Said policy shall insure and protect

and

Grantor(s) and SNV respectively, as additional insured against all claims, liability, and/or litigation arising out of or connected with Client's use of the Location.

8.4.2. Grantor hereby waives, on behalf of itself and its insurance carrier, all rights of subrogation with respect to any claim or claims which may arise under any and all policies of insurance now or during the term hereof in effect insuring any property of Licensor situated in or upon the premises

9. CLIENT'S INTELLECTUAL PROPERTY RIGHTS

- 9.1. Client, its successors, assigns and licensees shall maintain all intellectual property rights in their works.
- 9.2. Grantor hereby acknowledges that Grantor has no interest in Client's photography or recording on or of the Location, and hereby grants to Client, its Licensees, Successors and Assigns all rights in perpetuity in all such photography and recording for all purposes.
- 9.3. Grantor hereby grants Client the right to construct duplications of the Location, and aspects thereof, including without limitation any names, signs and identifying insignias at or on the Premises (the "Duplicates") and to use the Duplicates and all photographs and sound recordings made hereunder in any manner, including without limitation in theme parks, studio tours, movies, advertisements or attractions of Client (or by others affiliated with Client) or in merchandising or filming, and to exhibit the Duplicates and all photographs and sound recordings made hereunder in perpetuity in any and all media throughout the world, including all advertising or publicity for Licensee or any other companies in any manner affiliated with Client. Grantor further agrees to cooperate fully with Client in connection with Licensor's grant of rights contained herein.

10. CLIENT'S UNDERTAKINGS

- 10.1. Client shall have the right to photograph, film, video, record and depict the Location and/or any part of parts thereof (as noted in the Appendix), accurately or otherwise, as Client may choose.
 - 10.1.1. This is subject to the limitations set forth in *Section 10* of this document.
- 10.2. Regardless of whether credit is prohibited or required under *Section 11*, Client hereby undertakes to refrain, and to require all transferees and licensees of the photographs, film, video, and recordings to refrain:
 - 10.2.1. From using the photographs, flim, video, and recordings in connection with any obscene material, or in a manner that will degrade Grantor, bring them into public disrepute, contempt, scorn or ridicule, or that will shock, offend or insult the community, public morals or decency, or cause prejudice to Grantor; or,
 - 10.2.2. From representing that the photographs, film, video, and recordings indicate or imply that Grantor has approved, authorized or otherwise endorsed any particular products or services of third parties; or,
 - 10.2.3. From implying that Grantor have endorsed any product or service, provided that depiction of the Location and signage shall not imply endorsement
- 10.3. Nothing contained in this Agreement shall be construed as any limitation on the right of Client, or those acting through or on behalf of Client, to in any way commercially exploit the product or results of the Production nor shall any such limitation be asserted by Grantor.
- 10.4. In the event the Client requires photographing retakes or added scenes, Client may re-enter upon and use the Location at a mutually agreed upon date(s) and time(s) within six (6) months following the expiration of the Term, and in such event, the per diem rental fee set forth in *Section 14* below will apply for each full or partial day of use; and requires a new fully executed Property Release & Rental Agreement to confirm Location booking will apply.

11. ANONYMITY/CREDIT

- 11.1. Grantor may require that Client affirmatively give "credit" to Grantor _____ in any subsequent use of the photographs, film, tape, video tape, digital formats, or other medium. Client's right and obligation to give credit applies if _____ and only if Grantor and Client have initialed Section 11.1. in the following spaces:

Grantor's Initials

Client's Initials

12. WEATHER POLICY

- 12.1. In the event Client cannot proceed with confirmed production date(s) due to inclement weather and Client cancels production prior to Client confirmed Access date(s) and start time as noted in the Appendix of this document, Grantor agrees to allow Client to reschedule the production date(s) at a mutually agreed upon date(s) and time(s) without pentalty or additional rental fees to the Client.

13. CANCELLATION POLICY

13.1. Client may cancel this agreement without penalty or obligation under this agreement, and Client is entitled to a refund or credit of rental fees paid to Grantor if written notice is given in advance of Client's initial production date and start time as described in the *Appendix* of this agreement. Said written cancellation notice must be provided to the signatories of this agreement.

13.1.1. In the event that said written cancellation notice is given less than _____ in advance of Client's initial production date and start time as described in the *Appendix* of this agreement, the Client shall be liable to the Grantor for damages in the amount of the total agreed upon rental fees described in the *Appendix* of this agreement.

14. RENTAL FEES AND PAYMENT

14.1. As full consideration for _____ use of Location and any other materials, properties, facilities, and services furnished by Grantor, Client agrees to pay to Grantor the following property rental fees:

14.1.1. \$ _____ **Per Full-Day Location Rental Fee Due Date:**

14.1.1.1 \$ _____ **50% Non-Refundable Locaton Rental Fee Deposit Due:**

14.1.1.2 \$ _____ **Non-Refundable Location Rental Fee Balance Due:**

14.1.2. \$ _____ **Per One-Half Day Location Rental Fee Due:**

14.1.3. \$ _____ **Per Hour of Overtime.**

14.1.3.1. The duration of a half day shall be up to _____ hours unless otherwise noted and agreed to in the Appendix.

14.1.3.2. The duration of a full day shall be up to _____ hours unless otherwise noted and agreed to in the Appendix.

14.1.3.3. Overtime fees are accrued by the hour or portion thereof, in one (1) hour increments after Ten (10) hours unless otherwise noted and agreed to in the Appendix.
Overtime fees are payable to Grantor upon completion or conclusion of Client's production activities and use of the Location.

14.1.3.3.1. Client may take possession of Location at _____ unless otherwise noted and agreed to in the Appendix.

14.1.3.3.2. Regardless of the start time on any given day, a full day shall conclude by _____ unless otherwise noted and agreed to in the Appendix.

14.2. Agreed upon location rental fees for use of said location, including overtime fees, are payable to Grantor by Client as described in *Section 14.1.* of the Agreement.

14.3.1. Check Payable to:

14.2.2. Check Mailed to:

Grantor's Initials

Client's Initials

15. ASSIGNMENT

15.1. Neither Grantor nor Client may assign or in any way sublease or sublicense its rights and privileges under this Agreement without prior written consent of the other party to this Agreement.

16. CHOICE OF LAW PROVISIONS

16.1. This Agreement shall be governed by the laws of the State of California applicable to contracts that are entered into and fully performed therein.

16.1.1. The parties designate the state and federal courts having jurisdiction for Napa County, California as the sole venue for the resolution of any disputes that might arise hereunder, and agree to accept service and be subject to the jurisdiction of the courts therein.

17. CLAIM MUST BE FILED WITHIN ONE YEAR

17.1. Any claim related to this agreement or the service may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed in time, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors.

18. INDEPENDENT CONTRACTOR; REMEDIES; ENTIRE AGREEMENT

18.1. The parties are independent contractors, and not partners, joint venturers, or agents of the other. Each party will be solely liable for all payments, withholding, and insurance with to respect to its employees and agents. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any single remedy shall not be deemed an election of such remedy to the exclusion of other remedies, subject to the conditions set forth in Section 17.

18.2. This agreement supersedes any and all prior agreements of the parties and constitutes the entire agreement of the parties.

18.2.1. Any amendment must be in writing and signed by the parties.

19. CONFIDENTIALITY

19.1, Grantor agrees that the Confidential Information is to be considered confidential and proprietary to Client and Grantor Grantor shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Client. Grantor shall prevent the disclosure or dissemination of Confidential Information to any other person or entity without the prior written consent of Discloser, except that recipient may disclose Confidential Information to its employees on a "need to know" basis in order for the filming activities to be accomplished.

Please sign and date below to confirm your agreement to all of the terms set forth in the Property Release and Rental Agreement. By signing, you are asserting that you have the authority to legally bind your organization to the terms of this agreement.

GRANTOR

Signature:

Name (please print):

Name of Company/Organization:

Tax ID Number:

Date:

CLIENT

Signature:

Name (please print):

Name of Company/Organization:

Phone:

Address:

City:

State:

Zip:

Country:

Project Name:

Project Number:

Date:

APPENDIX

LOCATION NAME:

LOCATION ADDRESS:

Number and Street

City

State

Zip Code

PRODUCTION TYPE:

Still Photo / Print

Video

Film

Commercial / TV

Motion Picture

REQUESTED AREAS OF LOCATION FOR PRODUCTION USE (check all that apply):

Main House (Interior)

Main House (Exterior)

Tasting Room/Retail

Guest House (Interior)

Guest House (Exterior)

Wine Cellar/Barrel Room

Winery (Interior)

Winery (Exterior)

Use of Kitchen/Bath Facilities

Vineyard Access

Vehicle Parking

Production Vehicle Parking

Overnight Storage Facilities

Overnight Setups

Designated Storage/Prep Areas

Other:

Other:

Other:

Other:

Other:

Other:

CLIENT PERSONNEL, VEHICLES & EQUIPMENT (please type "0" or "NA" if not applicable)

Total Cast & Crew:

Total Vehicles :

Overnight parking Requested: Yes T No

Cars:

Cargo Vans:

Trucks [10-16 ft]:

Trucks [16-22 ft]:

Trucks [22-26 ft]:

Motor Homes:

Size:

Generators:

Cranes / Condors:

Indicate **Size & Type** of any additional Production Vehicles NOT listed above:

CLIENT ACCESS DATES & TIMES:

Client Access Dates:

Client Access Hours/Day:

Start Time:

End Time:

Client Access Dates:

Client Access Hours/Day:

Start Time:

End Time:

CLIENT RENTAL FEE TOTAL:

Daily Rental Fee

x Rental Days

= **Amount:**

Daily Rental Fee

x Rental Days

= **Amount:**

RENTAL FEE TOTAL DUE:

**GRANTOR REQUIRED INFORMATION:
[Locaton Requirements, Rules, Regulations & Restrictions]**



Grantor's Initials

Client's Initials

CLIENT REQUIRED INFORMATION:

[Please include a brief description or synopsis of Client's activities to be conducted at the said Location. Specify areas of Location to be used for filming purposes (i.e. bedrooms, living room, kitchen, driveway, tasting room, barrel room, etc) including a description & schedule of special props or equipment requesting be brought to the said Location; AND include Client's proposed Filming Schedule.]



Grantor's Initials

Client's Initials