

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.

Scout Napa Valley, LLC (hereinafter SNV) supplies this form as a convenience when neither Grantor nor Client standard form for this purpose. You shall defend, indemnify and hold 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.

This Agreement, Certificates of Insurance (*Ugevkqp'*), and Location Fee Payment (*Ugevkqp'36*) O WUV be received by I tcvqt'UGXGP FC[U prior to commencement of Client's requested initial access date, start time, and use of the'uckf Nqecvkqp'cu'noted under "Client Access Dates & Hours" in the Appendix of this document to EQP HKT O rental /'booking qh'uckf 'Nqecvkqp'0'Permission to access the Location will not be granted to Client until signed agreement, location fee r c{o gpv."cpf 'Egtwkecvu"of Insurance are received by Grantor in advance of Client's requested commencement date.

Grantor's Initials

Client's Initials

1. GRANT OF RIGHTS

- 1.1. Grantor hereby grants to Client the non-exclusive right to enter upon and use the Location specified in the Appendix in accordance with the terms of this agreement.
- 1.2. Client shall have access to the Location during the times specified in the Appendix.
 - 1.2.1. 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.
- 1.3. 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, digital, or Polaroid's) 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. Client agrees to provide adequate layout board and other protective floor coverings and to place these items under all equipment, props and/or furniture brought on property by client.
 - 3.6.1. Client also agrees to use layout board and other protective floor coverings on any other areas of heavy foot traffic.
- 3.7. Upon completion of Client's approved production activity at the Location,
 - 3.7.1. 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.
 - 3.7.2. Client shall clean and remove all rubbish at its sole cost and expense.
- 3.8. Client shall not damage or destroy, or permit damage or destruction to, any personal property on the Location.
 - 3.8.1. 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 to Grantor's absolute satisfaction.
 - 3.8.2. Any damage or destruction shall be documented and presented to Client by Grantor within (14) fourteen days of the end of the use of the Location by Client, in writing.
 - 3.8.3. If Client fails to repair or replace such property promptly, Grantor can perform such work and Client agrees to reimburse Grantor's expenses upon presentation of receipts for said work.
 - 3.8.4. In the event damage or destruction is not documented and presented to Client by Grantor within (14) fourteen 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.
- 3.9. Additional property restrictions may be noted in the Appendix under the heading, "Property Restrictions." Client shall abide by any such restrictions.

4. SIZE OF CLIENT'S CREW AND NUMBER/SIZE OF VEHICLES

- 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 will be included 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. Client agrees to defend, indemnify, and hold harmless Grantor, its 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 Client or any agent, independent contractor, or invitee of Client.

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 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 California State law.

8.4. Client shall furnish Grantor and with certificates of insurance evidencing such coverage at least 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 that the insurance shall be primary with respect to the risks insured against as regards Grantor's and SNV's insurance.

8.4.1. Said policy shall insure and protect

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

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.

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.

11. ANONYMITY/CREDIT

- 11.1. Unless otherwise agreed in this *Section*, Client agrees to comply, and to require all transferees and licensees of photographs, film, tape, video tape, digital formats, or other medium to comply with Grantor’s general policy of not identifying the Location, or the identity of Grantor in connection with such media formats or any use thereof.
 - 11.1.1. In certain instances, Grantor may make an exception from its general policy, and 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 11.1.1 in the following spaces:

Grantor’s Initials

Client’s Initials

- 11.1.1.1. If the spaces above (*Section 11.1.1*) are initialed by both Grantor and Client, then Client shall provide credit, and require all transferees and licensees of the photographs, film, tape, video tape, digital formats, or other medium to provide credit to Grantor or its affiliates displayed in the manner customary in the trade, in the following form:

“Location provided courtesy of

.....cpf.....
.....
”

12. WEATHER POLICY

- 12.1. In the event that Client cannot proceed due to unfavorable weather, Grantor agrees to allow the Client to reschedule the production at a mutually agreed upon date(s) and time(s), without penalty to the Client.

13. CANCELLATION POLICY

13.1. Either party to this agreement may cancel this agreement without penalty or obligation under this agreement if written or verbal notice is given at least _____ in advance of initial production date and start time as described in the Appendix. Said notice must be provided to the signatories of this agreement.

13.1.1. In the event that said written or verbal cancellation notice is given less than _____ in advance of initial production date and start time as described in the Appendix, the breaching party shall be liable to the non-breaching party for damages in the amount of one-half the agreed upon rental fee in *Section 14*.

14. RENTAL FEES AND PAYMENT

14.1. As full consideration for exclusive 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 use of property or location.

14.1.2. \$ _____ per one-half day use of property or location.

14.1.3. \$ _____ per hour of overtime.

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

14.1.3.2. The duration of a full day shall be up to _____ hours unless otherwise 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. Overtime fees are payable to Grantor upon completion of that day's activities.

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

14.1.3.3.2. Regardless of the start time on any given day, a full day shall conclude by _____.

14.1.3.3.3. Client may continue use of Location after _____, with Grantor's approval, at the overtime rate noted in *Section 14.1.3*.

14.2. Agreed upon location fees for use of said location, excluding overtime fees, are payable to Grantor by Client (9) UGXGP FC[U prior to commencement of initial use of Location by Client.

14.2.1. Check shall be made Payable to:

14.2.2. Check shall be Mailed to:

370CUU PO GPV

''

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.

Grantor's Initials

Client's Initials

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 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.

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

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:

Address:

Phone:

Project Name:

Project Number:

Date:

APPENDIX

The Address of the Location is:

Number and Street

City

State

Zip Code

Production Type:

Still Photo / Print Video Film Motion Picture Event / Reception

Requested Areas of Property for Production Use:

- | | | |
|---|---|---|
| <input type="checkbox"/> Main House (Interior) | <input type="checkbox"/> Main House (Exterior) | <input type="checkbox"/> Tasting Room/Retail |
| <input type="checkbox"/> Guest House (Interior) | <input type="checkbox"/> Guest House (Exterior) | <input type="checkbox"/> Wine Cellar/Barrel Room |
| <input type="checkbox"/> Winery (Interior) | <input type="checkbox"/> Winery (Exterior) | <input type="checkbox"/> Use of Kitchen/Bath Facilities |
| <input type="checkbox"/> Vineyard Access | <input type="checkbox"/> Vehicle Parking | <input type="checkbox"/> Production Vehicle Parking |
| <input type="checkbox"/> Overnight Storage Facilities | <input type="checkbox"/> Overnight Setups | <input type="checkbox"/> Designated Storage/Prep Areas |

Other:

Other:

Other:

Other:

Other:

Other:

Client Access Dates & Hours:

Client Access Dates:

Client Access Hours:

Start Time:

End Time:

Crew & Equipment:

Total Number of Cast and Production Crew:

Total Number of Vehicles for Client: Overnight parking Requested: Yes No

Cars: Vans: Trucks (Passenger): Trucks (): Trucks ():

Tractor-Trailer: Motor Homes:

Indicate Actual Size of any Vehicles Over :

**Grantor Required Information:
[Property Requirements & Restrictions]**

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Grantor's Initials

Client's Initials

Endpvtgs wlt gf 'kplqto e vqp<'

]Rngcug'kpenmf g'c'f gychgf 'f guetkr vqp'qt 'u' pqr uk'ql'vj g'Endgpwu'cevdsklgu'vq'dg'eqpf wevgf 'c'vj g'Nqecvqp_

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Grantor's Initials

Client's Initials