

Airport Location Agreement and Release

This Location Agreement and Release (“Agreement”) is between SALT LAKE CITY CORPORATION, a Utah municipal corporation (“City”), and UNTITLED PROJECT dba NAMESAKE CONTENT, a Limited Liability Corporation authorized to and doing business in Utah, with offices located at 1417 e Laird Cir, Salt Lake City, UT 84105 (“Company”), and is dated as of the date the City Recorder attests the applicable City signature, which shall be the recordation date.

Recitals

Company desires to film at the Salt Lake City International Airport (“Airport”).

City owns the Airport, and will permit Company to film on the terms set forth in this Agreement.

Agreement

Therefore, in consideration of the foregoing recitals and the following terms and conditions, City and Company agree as follows:

1. Matters Filmed. The Company will film certain types of scenes at the Airport for a project as further described in Exhibit A attached hereto and hereby incorporated by reference (the “Production”). In connection with the Production, the Company will film at the Airport on the date and at the times specified in Exhibit A.
2. Consent and Release. City hereby gives consent to Company to film at the Airport in connection with the Production as described in Exhibit A, and in the times and places stated in Exhibit A (the “Footage”). City agrees that Company may use the Footage in connection with the Production and its distribution, promotion and display, and for no other purpose. This consent permits Company and its licensees, sponsors, assigns and successors to exhibit, advertise and promote the Production or any portion thereof, whether or not such uses contain audio or visual reproductions of the Airport and whether or not the Airport is identified, in any and all media that exist now or in the future throughout the world and in perpetuity. In connection with the matters consented to herein, City releases and discharges the Company, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of action that City may have for libel, defamation, invasion of privacy, infringement of copyright, or the violation of any other right otherwise consented to herein. Without limitation, this consent and release does NOT include the following:
 - A. This consent and release does not include a consent or release of any other person or entity whose rights may be affected in any way by the Footage or the Production, including, without limitation, any airline, passenger, vendor, retailer, artist, City employee, or other governmental agency.
 - B. This consent and release does not permit any portrayal or use for any purposes that create a misrepresentation or fraud; that are lewd, indecent or illegal; or in a manner that places City or Airport in a false light or otherwise undermines the public trust.

- C. This consent and release does not permit any disruption to the operations of the Airport or any of its agents, Company's, users, or other governmental agencies, nor does it permit the violation of any laws, policies, rules or security requirements.
3. **Payment.** City agrees that for the grant of permission to use the Footage no monetary payment of any kind or in any form will take place. City understands and agrees that there is no obligation to use the Footage. Company shall pay for the use of City resources in connection with Company's activities at the Airport, including, without limitation, labor at the Airport's hourly rates, materials provided by the Airport at cost, and other similar charges.
4. **No Kickbacks.** City has not paid any money or other valuable consideration for Company to include the Footage in its Production. The following provision is required by Salt Lake City Code: **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES**

The bidder, offeror, or contractor represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter [2.44](#), Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter [2.44](#), Salt Lake City Code.

5. **Indemnity Provisions.**
- A. Company shall, at its sole cost and expense, indemnify and hold City and its officers, board members, departments, representatives, City authorized representative(s), agents, employees, affiliates, successors and assigns harmless from and against all losses, claims, demands, suits, actions, legal or administrative proceedings, damages, costs, charges and causes of action of every kind or character whatsoever, including, but not limited to, reasonable attorney's fees and other legal costs such as those for paralegal, investigative, legal support services and the actual costs incurred for expert witness testimony, (collectively "Claims") directly or indirectly arising from, related to or connected with, in whole or in part, Company's work under the Agreement, including but not limited to Claims directly or indirectly arising from, related to or connected with, in whole or in part: any act, omission, fraud, wrongful or reckless conduct, fault or negligence by Company or its officers, directors, agents, employees, subcontractors or suppliers of any tier, or by any of their employees, agents or persons under their direction or control; violation by Company or Company's officers, directors, agents, subcontractors or suppliers of any tier, or by any of their employees, agents and persons under their direction or control, of any copyright, trademark or patent or federal, State or local law, rule, code, regulation, policy or ordinance; nonpayment to any of Company's subcontractors or suppliers of any tier, or if any officers, agents, consultants, employees or representatives of Company or its subcontractors or suppliers of any tier; and, any other act, omission, fault or negligence, whether active or passive, of Company

or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement (collectively "Acts and Omissions"). This indemnification obligation includes any penalties or fines assessed by the Federal Aviation Administration or Transportation Security Administration as well as any other costs to the City, such as investigation and security training, incurred as a result of any violation of federal security regulations, including the Airport security plan, by the Company, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

- B. Company shall, at its sole cost and expense, defend City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns from and against all Claims that are directly or indirectly based, in whole or in part, upon the allegation or assertions, express or implied, that Company, or its officers, directors, agents, subcontractors or suppliers of any tier, or any of their employees, agents or persons under their direction or control, committed any Acts or Omissions, regardless of whether such allegations or assertions are true and whether or not Company, or its officers, directors, agents, subcontractors or suppliers of any tier, or any of their employees, agents or persons under their direction or control, are ultimately found liable for such Acts or Omissions.
- C. Company's duty to defend shall arise only upon City's tender of defense to Company in writing. Upon receipt of City's tender of defense, if Company does not promptly accept the defense and thereafter duly and diligently defend City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns as provided herein, then Company shall pay and be liable for the reasonable costs, expenses and attorneys' fees incurred after the tender of defense by City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns, in defending against the Claims and enforcing this provision.
- D. Nothing herein shall be construed to require Company to indemnify, hold harmless, or defend City from City's fault, which shall be apportioned between the parties based on the proportionate share of fault of each party.
- E. The parties intend that the indemnity and defense provisions in this Article 5 shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted in any manner to violate public policy.
- F. Company's agreements with its subcontractors shall provide in writing (in a form acceptable to City) that each subcontractor shall, jointly and severally with Company, indemnify and defend City, and City's officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns, from any alleged Acts and Omissions of the subcontractor, and its officers, directors, agents, subcontractors or suppliers of any tier, and their employees, agents or persons under their direction or control, to at least the same degree as Company is bound to indemnify, defend and hold City harmless from and against such alleged Acts and Omissions under the provisions of this Agreement. Nothing in this Agreement shall prevent Company from making a claim against its subcontractors for contribution at law or pursuing contribution or indemnification from its

subcontractors pursuant to the terms and conditions of the subcontracts between Company and its subcontractors.

- G. The Company hereby acknowledges receipt of good and valuable consideration for the indemnification obligations of this Agreement.
 - H. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation or benefits payable by or for the Company, a subconsultant or subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.
 - I. If the above indemnity provisions in this Agreement are deemed void in whole or in part under Utah law, then the following indemnification obligations shall apply except to the extent such provisions are deemed void: Company shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the acts or inaction, negligence, recklessness, or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of the Agreement.
 - J. Environmental Indemnity. Company's Acts and Omissions, for purposes of this Agreement, shall include, without limitation, any violation of federal, State or local environmental laws or requirements by Company or Company's officers, directors, agents, subcontractors or suppliers of any tier, and Company's indemnification obligation shall include (but not be limited to) all cleanup and remedial costs, diminution in the value of City's property, and reasonable legal fees and costs incurred by City in connection with any such violation or the enforcement of this provision.
 - K. The provisions of this Article 5 shall survive the termination of this Agreement and the completion of the work and shall apply to all Claims regardless of whether they arise before or after completion of the work under the Agreement.
6. Insurance. Company represents that it has obtained commercial general liability insurance and other insurance coverage needed to cover Company's activities at the Airport in appropriate amounts to cover potential claims associated with Company's activities at the Airport. Such insurance shall be in amounts and forms acceptable to City to protect City's interests, including, without limitation, by naming Salt Lake City Corporation as additional insured on such coverage. Company has provided copies of certificates of such insurance coverage to City along with this Agreement. The certificates shall list Salt Lake City Corporation as Certificate Holder.
7. Dispute Resolution.
- A. Process Required. Before Company may commence a legal action against City, Company must first comply with the provisions of this Article, which compliance shall be a condition precedent to commencing a legal action under this Agreement.
 - B. Process. Any dispute or claim that Company may have which is not disposed of by a written amendment or agreement between the parties shall be decided pursuant to the

procedure set forth below. Each notice of claim, dispute, request, submission, appeal, notification, or decision under this Article shall be made by delivery of notice of such action as set forth in Article 8 of this Agreement, in compliance with the requirements set forth below.

C. Company's Disputes and Claims.

- 1) Company shall submit written notice of any dispute or claim arising under this Agreement to an individual designated by the Department of Airports to act as the City's dispute resolution administrator for any particular dispute ("City's Dispute Resolution Administrator") within fifteen (15) calendar days after Company knows or reasonably should know of the facts giving rise to the dispute or claim.
- 2) Within thirty (30) calendar days after giving the written notice described above, Company shall submit the dispute or claim to City's Dispute Resolution Administrator for review by delivering the following to City's Dispute Resolution Administrator:
 - (a) A detailed statement of all the relevant facts and law applicable to such dispute or claim, with citations and references to all relevant evidence, contract provisions and authorities;
 - (b) Copies of all relevant evidence, contract provisions and authorities;
 - (c) The identification, title, address and phone numbers of each person who may have relevant knowledge concerning the dispute or claim, together with a summary of the relevant knowledge believed to be held by each such person;
 - (d) A concise statement of the relief sought by Company; and,
 - (e) A summary of all amounts, if any, Company is seeking as monetary relief or damages as part of the claim or dispute, together with all detailed cost records, receipts, invoices and documents that support the claimed amount.
- 3) Upon receiving Company's submission, City's Dispute Resolution Administrator shall be entitled, at his or her sole discretion, to:
 - (a) Direct Company to provide additional or supplemental information and documentation to City's Dispute Resolution Administrator that is relevant to the dispute or claim or may lead to the discovery of relevant information;
 - (b) Meet with and interview persons who may have relevant knowledge concerning the matter;
 - (c) Direct submission of the dispute or claim to an independent expert or experts, or an independent third party or panel of third parties, for review and recommendations, on terms directed by City's Dispute Resolution Administrator;

- (d) Direct any other form of dispute resolution or claim evaluation, as determined by City's Dispute Resolution Administrator, for purposes of providing guidance or recommendations to City's Dispute Resolution Administrator concerning all or any aspect of the dispute or claim;
 - (e) Direct meetings between the parties or their agents (including, without limitation, senior decision makers, project personnel, attorneys, agents, and subconsultants) to, among other things, vet the issues, gather information, assure full disclosure, evaluate facts, obtain statements, or encourage settlement;
 - (f) Direct legal counsel for the parties to provide legal authorities, citations, opinions or attend meetings to address legal issues;
 - (g) Direct such other acts as City's Dispute Resolution Administrator deems reasonable to vet the issues, gather information, assure full disclosure, evaluate facts, obtain statements, encourage settlement and fully and fairly evaluate the relevant facts and law.
4. Subject to sections 7.C.5, 7.D, and 7.E below, within sixty (60) calendar days after the events directed by City's Dispute Resolution Administrator have concluded and all information and documentation requested by City's Dispute Resolution Administrator has been provided, City's Dispute Resolution Administrator shall issue a written decision concerning the dispute or claim and such decision by City's Dispute Resolution Administrator shall be final and binding unless it is appealed in writing as set forth in Section 7.C.5. City's Dispute Resolution Administrator shall have the right, in its sole discretion, to adopt, follow or agree with, in whole or in part, any formal or informal guidance, recommendations, or decisions given by any experts, third parties, or other person. City's Dispute Resolution Administrator shall further have the authority (among other things) to direct whether or not such formal or informal guidance, recommendations or decisions by any such experts, third parties, or other persons may be introduced, admitted or used as evidence in any subsequent proceedings. Unless otherwise agreed in writing, failure of the City's Dispute Resolution Administrator to issue a written decision within sixty (60) calendar days shall be deemed a denial of Company's Claim.
5. If Company disputes City's Dispute Resolution Administrator's decision and wishes to appeal, Company shall file an appeal with SLCDA's Executive Director in writing within twenty calendar days after the date the City's Dispute Resolution Administrator's decision is issued. If an appeal is not timely filed, then the decision of the City's Dispute Resolution Administrator shall be final and binding upon all parties with respect to its subject matter and the disputes or claims that were at issue. Company's appeal to SLCDA's Executive Director shall specify all factual and legal grounds that Company is relying upon for the appeal, and shall certify that the appeal is ready for decision. The appeal shall be limited to the facts, documents, evidence and legal arguments previously submitted to the City's Dispute Resolution Administrator, although SLCDA's Executive Director may, in his/her discretion, direct Company to provide additional information and documentation deemed necessary to review the issues on appeal. Within twenty (20) calendar days after

SLCDA's Executive Director receives the appeal and all documents requested from Company in connection with the appeal, then SLCDA's Executive Director shall issue a written decision. A decision by SLCDA's Executive Director shall be final and binding. Unless otherwise agreed in writing, failure by SLCDA's Executive Director to issue a written decision within twenty (20) calendar days shall be deemed a denial of Company's appeal.

6. Notwithstanding the foregoing, City's Dispute Resolution Administrator shall have the right in his or her sole discretion to waive in writing all or any portion of the foregoing procedures with respect to any particular claim or dispute, or portion thereof, and to implement other reasonable procedures to handle such disputes or claims on a more accelerated basis if City's Dispute Resolution Administrator deems it necessary or desirable to consider or resolve the dispute or claim on an accelerated basis. In such event, City's Dispute Resolution Administrator shall notify Company in writing of the change in procedures applicable to the particular claim or dispute, or portion thereof, and Company shall follow City's Dispute Resolution Administrator's directives with respect to submitting such claim or dispute, or portion thereof.

D. Third Party Disputes and Claims. Notwithstanding the foregoing, if SLCDA's Executive Director or City's Dispute Resolution Administrator in good faith anticipates or becomes aware of a potential claim or dispute that might be made by third parties against the City by reason of Company's alleged acts or omissions, including without limitation, potential claims for defects or deficiencies, then SLCDA's Executive Director or City's Dispute Resolution Administrator may, in his or her sole discretion, stay the process set forth above with respect to Company's disputes or claims pertaining to the same subject matter until City is reasonably able to determine the outcome of the potential claim or dispute.

E. Effect of Process. Notwithstanding the pendency of any dispute or any appeal, Company, if so ordered by City, comply with all orders and directions of City concerning the performance of this Agreement and Company shall continue to fulfill its obligations hereunder. Company agrees that should Company discontinue services due to a dispute, City may terminate this Agreement for cause and City may withhold any sums in dispute until after a final resolution of such dispute. Company's time and expenses incurred in the pursuit of Company's claims shall not be subject to payment or reimbursement under this Agreement. Company shall not be entitled to recover any claim preparation costs, mediation or facilitation fees or costs, attorney fees or costs, or any other expense incurred during the pendency of any claim preparation, dispute, appeal, alternative dispute resolution process or litigation.

8. Notices.

Notice will be sufficient if delivered to the following Notice Addresses by hand delivery directly to the named individual or title, by express U.S. mail postage prepaid, or by overnight delivery service for which delivery receipt is required.

A. To City:
Salt Lake City Department of Airports
Salt Lake City International Airport
Attn: Diana Simpson
P.O. Box 145550
Salt Lake City, Utah 84114-5550
Fax No. (801) 575-2041

Overnight carrier or hand delivery:
Salt Lake City Department of Airports
Salt Lake City International Airport
Attn: Diana Simpson
776 North Terminal Dr.
Terminal Unit One, Suite 250
Salt Lake City, Utah 84122
Ph. No. (801) 575-2401

B. To City for Dispute Resolution Issues:
City's Dispute Resolution Administrator
C/O Airport Contracts and Procurement Manager
Salt Lake City Department of Airports
Salt Lake City International Airport
P.O. Box 145550
Salt Lake City, Utah 84114-5550

C. To Company:
Untitled Project LLC
DBA: Namesake Content
Attn: Dave Smith
1417 E Laird Circle
Salt Lake City UT 84105
Ph. No. (801) 532-4282
Fax No. () _____

D. Any notice delivered by hand shall be deemed received by the addressee upon actual delivery; any notice delivered by overnight delivery service or express mail as set forth in this Agreement shall be deemed received by the addressee on the following business day after deposit.

E. The parties may designate in writing other Notice Addresses for notice from time to time.

9. Government Records Access and Management Act. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Company to City pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Company. Any materials for which Company claims a privilege from disclosure shall be submitted marked as Confidential and accompanied by a statement from Company explaining

Company claim of exemption from disclosure in accordance with GRAMA requirements. City will promptly notify Company of any requests made for disclosure of documents submitted under a claim of confidentiality. Company may, at Company sole expense, take any appropriate actions to prevent disclosure of such material. Company specifically waives any claims against City related to disclosure of any materials required by GRAMA.

10. FAA Subordination Clause. This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States Government, and any applicable federal laws or regulations relative to the operation, security or maintenance of Airport, the execution of or compliance with which is, or will be required as a condition precedent to the granting of federal funds for the development of Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds.
11. TSA Airport Security Clause. The Company acknowledges that security is of primary importance at the Airport, and that security requirements are likely to change during the term of this Agreement. Company shall at all times comply with all federal, state and local security laws, regulations, policies, requirements and directives whether written or verbal, including, without limitation, 49 CFR Part 1542 "Airport Security" or any amendment or successor thereto, and Company will work cooperatively with City in connection with the same. Company understands and agrees that the same may impact Company's business operations and costs. Company further agrees that it shall be strictly liable for the payment of any civil penalties assessed against the Airport or Company relating to security, and shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers.
12. Liability for Fines and Other Obligations. Company is liable for and shall immediately pay the amount of any and all fines, penalties and fees any lawfully empowered entity imposes on City or any of its departments, employees, officers or agents, or on Company or any of Company's selected staff, officers, employees, agents, subconsultants, or subcontractors, to the extent caused by any act or failure to act by Company or Company's selected staff, officers, employees, agents, subconsultants, or subcontractors. Such fines shall include, but not be limited to, any fine, fee or penalty imposed by the FAA or TSA in connection with a violation of any security requirement. Any such payment by Company shall not be reimbursable by City. Company may contest the imposition of any such fine, fee or penalty solely at Company's expense, and the cost thereof shall not be reimbursable by City. In the event Company's contests any matter, Company shall take all reasonable steps necessary to prevent the imposition of any fines or adverse consequences on City or any of City's departments, officers, employees or agents, including, without limitation, paying any sum under protest and contesting the matter after such time.
13. Agreement Made in Utah. This Agreement has been made in, shall be construed in accordance with and enforced under the laws of the state of Utah.

