

CITY CLERK ORIGINAL

C-7793
10/18/2011

SMBBW Inc.
3800 Barham Blvd., Suite 410
Los Angeles, CA 90068

LOCATION CONTRACT

The City of Glendale, an Arizona municipal corporation ("**Owner**") is the owner of and/or controls all rights with respect to the property that is the subject of this contract. Owner hereby gives permission to SMBBW Inc. and its employees, agents, contractors and suppliers ("**Producer**") to enter upon and use the Property located at: 9494 W. Maryland Avenue, Glendale, Arizona 85305 (the "**Property**") on October 14, 2011 (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 tentatively entitled "Baseball Wives" (the "**Program**") and for any additional uses as described below. Producer may use the Property until all scenes requiring the Property have been completed. Producer will have the right to use the Property for additional filming as may be necessary.

Owner acknowledges and agrees that Owner will not be paid compensation for Producer's use of the Property under this contract nor for Producer's exercise of the rights granted by Owner under this contract. Owner further acknowledges and agrees that the consideration Owner will receive for Producer's use of the Property and/or Producer's exercise of its rights under this contract is the opportunity for publicity that the Property and/or Owner will receive if Producer decides to include photographs, film, or recordings made on the Property in any of its productions.

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 or injury, or both, 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 and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property so claimed to be damaged.

Owner acknowledges and agrees that Producer has the right 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 in and in connection with subsequent related and unrelated productions of any kind, as

well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or its affiliates or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive or other equitable relief, and in no event will Owner be entitled to terminate this contract. Producer has no obligation to include the Property in the Program or in any other production.

Owner represents and warrants that: (a) Owner has the right to enter into this contract and to grant Producer all rights provided by this contract; (b) 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; (c) the consent or permission of no other person or entity is necessary; and (d) Owner shall take no action, nor allow or authorize any third party to take any action which might interfere with Producer's authorized use of the Property. Owner agrees to indemnify, defend and hold Producer harmless for any gross negligence or willful misconduct by Owner hereunder.

Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to Owner's parent, subsidiaries, affiliates, successors, licensees, assigns and/or the applicable network. Producer agrees that no photographs, film or recordings made on or of the Property shall be utilized in pornographic materials.

Owner acknowledges and agrees that any and all information disclosed to or obtained by Owner concerning or relating to the Program, including but not limited to the premise and concept of the Program, the nature of certain events in the Program, the Property's appearance in the Program, as well as the activities occurring in connection with the Program, and the outcome of the Program (collectively, the "**Confidential Information**"), shall be strictly confidential, and Owner hereby agrees not to disclose any such Confidential Information to any individual or entity. Except for compliance with A.R.S. § 39-121, *et seq.*, as amended, Owner acknowledges and agrees that any disclosure of such Confidential Information by Owner shall constitute a material breach of this release and shall cause Producer irreparable injury. Except for compliance with A.R.S. § 39-121, *et seq.*, as amended, Owner further agrees that in the event of any disclosure by Owner, Owner shall be liable to Producer and Owner agrees that Producer shall have the right to utilize all available remedies under the law, including both financial and injunctive relief, to seek retribution for any breach of this confidentiality provision by Owner.

All aspects of the publicity and promotion for the Program shall be at Producer's and its designee's sole discretion. During and after taping of the Program, Owner shall not directly or indirectly circulate, publish or otherwise disseminate any news story, article, book or other publicity relating to Owner's participation in the Program and the subject matter of this release, Owner, or the Program. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Program or in any of Producer's productions.

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 (if any) pursuant to this contract.

This, together with that certain Use Agreement, dated as of October 3, 2011, is the entire contract. In the event of a conflict between the terms and conditions contained in this contract and the terms and conditions of the Use Agreement, the terms and conditions of this contract shall control. 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. 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.

ACCEPTED AND AGREED:

“OWNER”

SMBBW INC.

By: Laurie Berg Sapp

By: _____

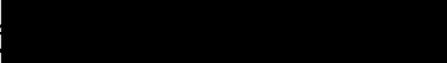
Print Name: Laurie Berg Sapp

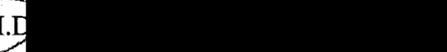
Its: _____

Date: 10/13/11

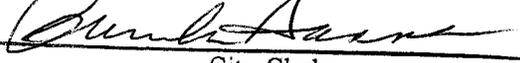
Date: _____

Address: 9494 West Maryland Ave. Glendale Az 85305

Telephone: 

S.S. #/Fed. I.D. 

ATTEST:


City Clerk

Approved as to form:



Craig Tindall
City Attorney

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ACCEPTED AND AGREED:

"OWNER"

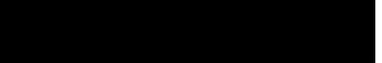
By: Laurie Berg Sapp

Print Name: Laurie Berg Sapp

Date: 10/13/11

Address: 9494 West Maryland Ave.

Telephone: 

S.S. #/Fed. I.D. 

SMBBW INC.

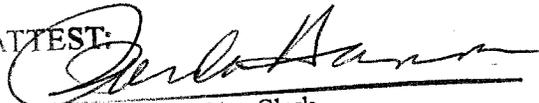
By: D J Perry

Its: Line Producer

Date: 10/13/11

Address: Glendale Az 85305

ATTEST:


City Clerk

Approved as to form:



Craig Tindall
City Attorney