

Procross Productions Location Agreement

NEW CLIENT INFORMATION FORM

BUSINESS INFORMATION (only if you are filming for a company)

Company Name _____ Years in Business _____

Business Type _____ Parent Company _____

Business Address _____ City _____ State _____ Zip _____

Tax ID or EIN _____ Type of Entity _____

Office Phone _____

SIGNER INFORMATION (required)

Main Contact _____ DL Number _____ DL Issuing State _____

Address _____ City _____ State _____ Zip _____

Cell Phone _____ Home/Office Phone _____ Email _____

PROJECT INFORMATION (required)

Job Name _____ Producer _____

PO Number _____ Approved by _____
(optional)

Production Mgr. / Coordinator _____ Phone _____
(optional)

Referred to Procross Productions by _____ (optional)

Client agrees to be bound by the general terms and conditions of Procross Productions and hereby authorizes Procross Productions to contact anyone listed herein for verification of facts. If for any reason the payment is declined, reversed, or funds are not available, Client agrees to pay 2% interest charges per month on all outstanding amounts. A returned check fee of \$29.00 will be due and applied to all returned previously approved check payments.

Signature

Title

Date

PROCROSS PRODUCTIONS – LOCATION AGREEMENT

GENERAL TERMS AND CONDITIONS OF LOCATION AGREEMENT

The following will constitute an ongoing location agreement, entered into on _____, between _____ (“Client” or “You”) with its principal place of business at _____ and Procross Productions (“We” or “Us”) with its principal place of business at 8899 Co Rd 702, Center Hill, FL 33514

This Agreement is for filming Aldon Baker's training program predominately at the Bakers Factory (“Property” or “Premises”) located at 8899 Co Rd 702, Center Hill, FL 33514. This Agreement is a standing agreement, with no set expiration until such time as notice is given by either party to terminate this agreement, or this agreement is superseded by a revised agreement, but will terminate in the event Procross Productions no longer operates at the aforementioned Premises. The standard terms and conditions will apply to the location and extend to Aldon Baker's training program outside the location which will be governed by this agreement.

I. TERMS & PAYMENTS

1. Approved Use. Procross Productions grants to the Client the right to enter and remain upon and use Property for the purpose of photographing Property and/or recording sound.

2. Rental Times. The location is only available from sunrise to sunset. Client is granted use of the Property as per each individual production shoot schedule (“Shoot Schedule”) agreed on and approved by Procross Productions and Client in advance. Client will inform Procross Productions of call-times at least 24 hours in advance. The rental period (“Rental Day”) begins when the first crew person enters the location or at the scheduled time, whichever is earlier, and ends when the last crew person has left the Property. On the final day of the Shoot Schedule, the end time will also include when the last of Client’s equipment or property has left the Property.

3. Payment. All charges are due and payable prior to the time of rental. Procross Productions reserves the right to not allow Client to enter the Property until all payments have been made. Payment can be made via check to Procross Productions or via credit card. If payment is submitted via credit card a three and one quarter percent (3.25%) fee is added to the total amount of the invoice. Any returned checks will be charged a \$25 fee.

4. Security Deposit. A two thousand dollars (\$2,000) deposit is required, to be released after the Property is returned to Procross Productions in satisfactory condition.

5. Rental Costs. Fee for use of the facility is five hundred dollars (\$500) per crew member with a maximum of 4 crew members

6. Reservation/Hold Policy. In order to reserve the location, Client must provide payment in full in advance if paying via check, or online with a credit card, as agreed upon and determined by Procross Productions. Until the reservation payment has been received or authorized, Procross Productions will allow Client a 1st hold at the location, until a second Client is ready to submit payment. If a hold is challenged, Client will be given notice and 24 hours to submit or provide payment details in order to confirm the booking.

7. Cancellation and Good Will Clause. If Client or Procross Productions has an unforeseen emergency or reason that delays or cancels the Rental, Procross Production and Client will work together to reschedule.

8. Proof of Insurance. Client shall, at Client’s sole cost and expense, procure and maintain during the term of the Rental Times insurance coverage and name Procross Productions as an additional insured. Client shall provide a Certificate of Insurance (“COI”) to Procross Productions by the first day of the rental. If Client fails to procure and maintain such insurance, Procross Productions may, but shall not be required to, procure and maintain such insurance at the expense of Client. Procross Productions represents and warrants it has customary location set insurance. The following coverages must be included on the COI:

- a. Commercial General Liability and Personal liability with a minimum of \$1,000,000 per occurrence.
- b. Coverage for 3rd Party Property Damage.
- c. Worker’s Compensation Insurance with minimum limits of \$1,000,000.

II. RENTAL

9. Warranties and Representations. No warranties or representations with respect to the suitability of the Property for the intended use, either express or implied, are made.

10. Condition. Procross Productions represent and warrants that all Property and equipment is in good condition. All defects or damage to the Property are deemed to have resulted from the use of the Property by Client, unless defects or damage were noted, in writing, prior to the Client's occupation of the Property.

11. Value. Procross Productions warrants that neither it nor any other occupants of the Property has given or agreed to give anything of value, except the use of the Property, to Client or anyone associated with the Client. Client shall be fully liable for and shall at Client's expense replace any items on the property which are lost, stolen, missing, or damaged while Client is on the Property.

12. Sets and Props. Client may place all necessary facilities and equipment, including temporary sets and props, on the Property, and agrees to remove same after completion of work. The Client may refer to the Property or any part thereof by any fictitious name and may attribute fictitious events as occurring on the Property.

13. Restrooms. The studio has one single use restroom available on site and client shall have access and may use them during production.

14. Rights. Client shall own right, title, and interest in and to the Production, and all materials used (excepting those materials owned by Procross Productions), or prepared in the making thereof, in all media whether now in existence or created in the future in perpetuity through the universe. Procross Productions assigns all such rights.

III. ADDITIONAL RENTALS / FEES

15. Changes/Modifications/Painting. The Client is not permitted to make any Structural or Electrical Modifications to the Property. Any changes to the Property must be approved in writing by Procross Productions prior to such changes are made.

16. Loss/Damage. Client agrees to use reasonable care to prevent damage to the Property. Client agrees to repair or replace as necessary any and all damage to the Property as a result of the use by or activities of Client unless such damage is a result or omission by Procross Productions. Procross Productions will place a claim under the Client's insurance policy provided. Client is responsible for all costs not covered by the insurance company, including but not limited to deductibles or rejected claims. The amount of damage assessed will include the cost of repairs, the cost of labor, and any lost rental days that the Property is under repair.

17. Cleaning/Restoration. Client is required to leave the Property in as good of a condition as when received, reasonable wear and tear from uses permitted herein excepted. A two hundred fifty dollar (\$250) fee will be charged for any cleanup that must be done by Procross Productions after Client has vacated the Property in order to return the Property to good condition. This may include, but is not limited to, spilled liquids, clean surfaces, loose debris and trash disposal. Equipment or property of Client left at the Property, and not retrieved within 1 week of notification, become the property of Procross Productions, unless prior arrangements have been made. Procross Productions will make best efforts to alert Client of any found items within three (3) days of Client vacating the Property, but is not responsible for any items left behind. Procross Productions will have the option to charge a removal fee for large items as necessary.

18. Waste Disposal. Procross Productions has limited dumpster space and can accommodate one (1) bag of trash per day of non-construction trash free of charge. Additional waste removal will be charged at a small fee for dumpster

19. Service. Client is responsible for putting trash in the dumpster at the end of each day.

IV. LOCATION POLICIES

20. Damage Responsibility. Procross Production has no liability or responsibility for the damage or injury to any person or property arising from the direct or indirect use of the Property.

21. Internet Access. Procross Production shall provide Internet access on the Premises.

22. Assignment. Client shall not assign this agreement or loan the Property to any other person or entity. The Property shall, at all times, remain under the immediate and direct control and supervision of the Client.

23. Conduct & Controlled Substances. Client and its personnel, assigns, employees, contractors, and clients shall conduct themselves in a professional and acceptable manner and observe any rules in regulations posted at the Property, included in this Agreement. Client agrees to comply with all safety regulations set forth by OSHA and any safety guidelines that may be issued by the Motion Picture Safety Committee. Client shall observe and abide by the policies and regulations of the State of Florida in regards to smoking, controlled substances, and alcohol. Client shall direct the removal from the Premises any individual who violates such conduct. Smoking is not allowed on the property, nor near any entrance or exit to the Property. There is no use of controlled substances on the Property.

24. Access. Procross Productions, its officers, employees and staff shall have full access to the Property and all areas owned and operated by Procross Productions at all times, but shall not disrupt production. Procross Productions reserves the right to deny access to any or all areas owned and operated by Procross Productions, to any party for any reason.

24a. Aldon Baker/Bakers Factory Regulations. No use of Bakers Factory's vehicles is allowed. If crew wants to film from a vehicle they must provide their own insured vehicle and are not allowed to film during training motos. Shots from vehicles must be done safely in isolated areas before or after the training sessions with the riders approval. No filming is allowed in the Bakers Factory gym. All interviews must be filmed in the production studio. No drone footage can be filmed during training motos. If drone footage is needed it must be done before or after the training motos with the riders approval. Cycling footage must be done independently of Aldon Bakers group ride. Crew must film desired shots before or after the cycling session with the athletes approval.

25. Credit. In the event Client credits the Property, Client shall credit the Property as follows: "Filmed at Bakers Factory". Client is under no obligation to credit.

26. Force Majeure. Should Procross Productions have to cancel the reservation due to a problem with the Property or due to governmental law, court order, Act of God, earthquake, weather, fire, flood, epidemic, explosion, embargo, act of terrorism, casualty, war, power, or any other cause of circumstance beyond the control of Procross Productions (collectively, "Force Majeure"), then Client shall receive their full deposit, and Procross Productions and Client shall have no further obligation to each other.

27. Downtime. In the instance where downtime is caused to Client by Procross Productions failure to provide the services contracted directly within the control of Procross Productions, namely the unavailability of the Property or its facilities, not including any Force Majeure or technical downtime or technical problems caused or arising from outside labor hired by Client, the costs of any downtime will be reimbursed to Client, not to exceed the total cost of the location rental.

28. Fire Safety/Exits/Mean of Egress. Client agrees to comply with all fire safety codes set forth by the City of Center Hill. Fire safety is an important issue and the following is required: Client agrees to not block fire lanes or any means of egress for the Property, that the Property is supplied with a Fire Extinguisher, which shall not be removed or tampered with, that Client will keep all doors and exits clear and accessible at all times and that all combustible materials of any kind must not be stored or brought onto the location.

V. AGREEMENT TERMS

29. Indemnity. Client agrees to defend, indemnify, and hold Procross Productions harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in connection with the Property rented/leased, including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, except as the result of Our sole negligence or willful act, from the time You enter the Premises until the time You vacate the Premises.

30. Loss of or Damage to Property. You are responsible for loss, damage or destruction of the Property, except that You are not responsible for damage to or loss of the Property caused by Our sole negligence or willful misconduct. You are also responsible for loss of use and You shall fully compensate Us for the loss of use of the Property during the time it is being repaired or replaced, as applicable.

31. Protection of Others/Communicable Diseases/COVID Safety. You will take reasonable precautions in regard to the use of the Property to protect all persons and property from injury or damage. You agree that You are responsible for Your safety and Your Production's safety and Your actions while working with or working at or on location at Procross Productions. You agree to comply with all Procross Productions policies, including but not limited to guidelines, signage, and instructions. Because Procross Productions facilities are accessible by other individuals, You recognize that You and Your Production may be at risk of contracting SARS-CoV-2 or any communicable disease. With full awareness and appreciation of the risks involved, You, for Yourself and on behalf of Your company, family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, hold harmless, and covenant not to sue or pursue any damages against Procross Productions, its officers, agents, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by You related to SARS-CoV-2 or any communicable disease whether caused by the negligence of the Released Parties, any third-party working with Procross Productions, or otherwise, while participating in any activity while in, on, or around the Procross Productions facilities, tools, equipment, or materials. You agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities, including attorney fees, arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to Your use of Procross Productions facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to SARS-CoV-2. By signing this Agreement You acknowledge and represent that You have read this Agreement, understand it and sign it voluntarily as Your own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; You are sufficiently informed about the risks involved in using Procross Productions facilities and have the mental capacity necessary to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; You are at least eighteen (18) years of age and fully competent; and You execute this document for full, adequate, and complete consideration fully intending to be bound by the same.

32. Property in Working Order. Other than what is set forth herein, You acknowledge that the Property is rented/leased without warranty, or guarantee, except as required by law or otherwise agreed upon by the parties at the inception of this Agreement. You are responsible for inspecting the Property to make sure it is safe, secure, and suitable for Your needs.

33. Premises Insurance/Third Party Property Damage. You shall, at Your own expense, maintain at all times during the term of this Agreement, all risk perils insurance ("Premises Insurance") covering the Premises from all sources (General Liability with no exclusion for property/premises in Your care, custody or control or Third Party Property Damage included in a production package policy) including coverage for, without limitation, loss of use of the Premises. The Premises Insurance shall name Us as the loss payee with respect to the Premises and shall cover all risks of loss of, or damage or destruction to, the Premises. The Premises Insurance coverage shall be sufficient to cover the Premises at its replacement value but shall, in no event, be less than \$1,000,000. The Premises Insurance shall be primary and non-contributory coverage over Our insurance.

34. Workers Compensation Insurance. You shall, at Your own expense, maintain worker's compensation/employer's liability insurance during the course of the Agreement with minimum limits of \$1,000,000 and cause all agents, contractors, vendors and suppliers that enter the Premises to maintain workers compensation/employer's liability coverage with minimum limits of \$1,000,000.

35. Liability Insurance. You shall, at Your own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name Us as an additional insured and provide that said insurance is primary and non-contributory coverage. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,0000 (including the coverage specified above) and not less than \$1,000,000 per occurrence.

36. Vehicle Insurance. You shall, at Your own expense, maintain business motor vehicle liability insurance ("Vehicle Liability Insurance"), including coverage for loading and unloading, covering owned, non-owned, hired and rented vehicles, including utility vehicles such as ATV's and trailers. We shall be named as an additional insured with respect to the liability coverage. The Vehicle Liability Insurance shall also include coverage for pollution caused by any vehicles. The Vehicle Liability Insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and shall provide that said insurance is primary and non-contributory coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Our insurance.

37. Insurance Generally. All insurance maintained by You pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on You as against Us. You shall hold Us harmless from and shall bear the expense of any applicable deductible amounts and self-insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, You shall promptly pay the deductible amount or self-insured retention or the applicable portion thereof to Us or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by You under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect Your liability for any loss. Should You fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Us upon request with satisfactory evidence of the insurance, We may, but shall not be obliged to, procure the insurance and You shall reimburse Us on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement. The grant by You of a sublease of the Property rented/leased shall not affect Your obligation to procure insurance on Our behalf, or otherwise affect Your obligations under this Agreement.

38. Cancellation of Insurance. You and Your insurance company shall provide Us with written notice prior to the effective date of any cancellation or material change to any insurance maintained by You pursuant to the foregoing provisions. If your insurance is cancelled or sustains a material change that reduces coverage below Our requirements you must immediately vacate the Premises.

39. Certificates of Insurance. Before obtaining possession of the Property You shall provide to Us Certificates of Insurance confirming the coverages specified above.

40. Compliance With Law and Regulations. You agree to comply with the laws of the state in which the Property is located as well as all federal and local laws, regulations, and ordinances pertaining to the use of such Property. You shall indemnify and hold Us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of Your possession or Use of the Property without limitation, including reasonable costs and attorney's fees.

41. Valuation of Loss/Our Liability is Limited. Unless otherwise agreed in writing, You shall be responsible to Us for the replacement cost value or repair cost of the Property (if the Property can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft or vandalism has occurred, You shall file a police report. Loss of use shall be calculated at the rental rate provided for in this Agreement. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Property. In the event of loss for which We are responsible, Our liability will be limited to the contract price and We will, in no event, be liable for any consequential, special or incidental damages.

42. Subrogation. You hereby agree that We shall be subrogated to any recovery rights You may have for damage to the Property.

43. Bailment. This agreement constitutes an Agreement or bailment of the Property and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Property, except the right to possession and Use as provided for in this Agreement. We will at all times be the sole owner of the Property.
44. Condition of Property. You assume all obligation and liability with respect to the occupancy of Property, and for its Use, condition and storage during the term of this Agreement except as otherwise set forth herein. You will, at Your own expense, maintain the Property in good condition. The rent on any of the Property will not be prorated or abated while the Property is being serviced or repaired for any reason for which You are liable. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Property, except as otherwise specially agreed. All installations, replacements, and substitutions of parts or accessories with respect to any of the Property will become part of the Property and will be owned by Us.
45. Accident Reports. If any of the Property is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its Use, maintenance, or possession, You will promptly notify Us of the occurrence, and will file all necessary accident reports, including those required by law and those required applicable insurers. You, Your employees, attendees and agents will cooperate fully with Us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to Us any documents served or delivered to You, Your employees, or Your agents in connection with any claim or proceeding at law or in equity begun or threatened against You, Us, or both of us.
46. Default. If You fail to pay any portion or installment of the total fees payable hereunder You otherwise materially breach this Agreement, then such failure or breach shall constitute a default (“Default”). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, We shall have the right, at Our option, to terminate this Agreement and cease performance hereunder. You further agree that the continuation of Our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to Our later assertion of its right to cease such performance at any time so long as such Default has not been cured.
47. Return. Upon the expiration date of this Agreement with respect to any or all Property, You will return the Property to Us, free from all damage and in the same condition and appearance as when received by You.
48. Entire Agreement. This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.
49. Severability. If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.
50. Rights in Recordings. All rights of every kind in and to all photographs, film and recordings made by Client shall be and remain vested in Client, its licensees, successors and assigns, including, without limitation, the right to use and reuse all such photographs, film and recordings (“Recordings”) in all manner and media now known or hereafter devised, in perpetuity, throughout the universe, and in connection with advertisements, promotions, publicity, clips, etc., related to the photographs, film and recordings made by Client.
51. Waiver of Injunctive Relief. Procross Productions sole and exclusive remedy in connection with Client’s breach, termination or cancellation of this agreement or any term hereof, shall be an action for damages. In no event shall Procross Productions be entitled to enjoin, restrain or otherwise impair in any manner Client’s production, distribution, exhibition, exploitation, advertising, publicity or promotion of the Recordings.
52. Scanned Signature. This Agreement may be executed in counterparts and by signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.
53. Non-exclusivity. Client understands that the Property may be in use by other clients, tenants, occupants, or Procross Productions personnel during the Rental Term. Client has exclusive use of the facilities listed above and designated by Procross Productions to Client, but other areas of the Property may be shared, but shall not disrupt production.

54. No Waiver. The failure of Procross Productions to pursue the remedies for the breach of any condition or undertakings herein by Client shall not affect Procross Productions right to pursue such remedies for subsequent breaches of the same or other conditions or undertakings. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.

55. Binding Effect. This Agreement shall be binding upon the Parties hereto, and upon their respective legal representative, successors and assigns.

56. Relationship of Parties. The Parties agree and acknowledge that the relationship between the Parties is that of Independent Contractors. This Agreement shall not be deemed to create a partnership, and neither party is the other's agent, partner, employee, or representative.

I certify that I have read and agree to all terms of this contract and that I am an authorized representative, employee, officer, agent or signer on behalf of Client.

Signed, for Client

Signature of Client's Representative

Date

Type or Printed Name of Client's Representative

Signed, for Procross Productions

Signature of Procross Productions

Date