

PART III: STANDARD TERMS AND CONDITIONS

This License Agreement for Use of Premises ("Agreement") is made and entered into on the above date by and between the Los Angeles Unified School District ("Licensor" or "LAUSD"), and the above-named Licensee ("Licensee"), subject to and on the terms and conditions hereinafter set forth.

- 1. Grant of License.** In consideration of the payment of the License Fee and the performance of the covenants and conditions contained in this Agreement, and the complete and truthful disclosure of proposed activities as described in the Synopsis and Activity Checklist (SAC), Licensor hereby grants to Licensee a non-exclusive license to use the License Area during the License Term subject to and on the terms and conditions set forth herein. The License granted hereunder shall include non-exclusive rights of ingress and egress as reasonably necessary to use the License Area, with the path of travel to be determined from time to time in the sole and entire reasonable discretion of Licensor; use of such path of travel shall be limited to ingress and egress only, but for all purposes shall be deemed a part of the License Area.
- 2. Use:** Licensee shall have the right to use the License Area for the sole purpose of conducting activities related to the production of a motion picture (including feature films, television programming, commercials and other media productions) or still photography, during the License Term specified in Part II, and for no other purpose and for no other time without the prior written consent of Licensor, which consent may be granted, withheld or conditioned in the sole and absolute discretion of Licensor. Licensee agrees to use the License Area in strict accordance with the terms and conditions set forth herein. Licensee may use only those restrooms, if any, that Licensor has specifically designated for use by Licensee. Licensee is responsible to provide all necessary signage with respect to the use of the restrooms. Licensee is to provide all toiletries for any restroom that it uses and to maintain them in a clean condition on a daily basis. Licensee understands that the operation of the Licensee's activities on the License Area are secondary to the Licensor's instructional program and no part of the Licensee's operation shall be disruptive, as reasonably determined by Licensor, to the Licensor's instructional program.
- 3. Security Deposit:** The Licensee shall have a deposit with FilmL.A., on behalf of the Licensor, as detailed in Part II of the License Agreement as security for the performance by Licensee of all terms, covenants and conditions of this Agreement. If Licensee defaults with respect to any provision of this Agreement (including, but not limited to the provisions relating to liquidated damages and/or any other payments due hereunder), and/or breaches any of the covenants, representations and warranties contained in Section 5 or other provisions of this Agreement, Licensor may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any amounts or any other sums in default or due, or for the payment of any other amount that Licensor may expend or become obligated to expend by reason of Licensee's default. If Licensor elects to do so, it shall first give notice to Licensee and give Licensee a reasonable opportunity to cure. If Licensee is in compliance with the covenants and obligations set forth in this Agreement at a time that is thirty (30) days following the time of both the expiration or termination of this Agreement and Licensee's vacation of the License Area, Licensor or FilmL.A., Inc. as applicable, shall return the balance of the Security Deposit due to Licensee promptly thereafter to the address listed on the License, or to a changed address of which Licensee has notified Film L.A. in writing. Licensee agrees that, if the refund check is returned as undeliverable or has not been negotiated within 90 days of mailing, the un-refunded amount shall constitute part of the License Fee.
- 4. Licensee's Rights to Materials Produced; Indemnity:** All rights of every kind and nature whatsoever in and to all still and motion pictures, photographs and sound recordings made hereunder in connection with use of the License Area by Licensee shall be and remain the sole and exclusive property of Licensee; including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Licensee shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity. The Licensee shall assume all costs arising from the use of copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of its performance under this Agreement, and the Licensee agrees to indemnify and hold harmless and defend the Licensor and its duly authorized representatives from all damages, costs, and expenses in law or equity, for, or on account of, the use of any copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by the Licensee in connection with this License. In this regard, the Licensee's attention is particularly directed to the use of copyrighted music. Neither Licensee nor its successors shall be obligated to make any actual use of any production or photography or of any reference to the License Area or school in any motion picture production or otherwise. The provisions of this Section 4 shall survive the expiration or earlier termination of this Agreement.

5. Covenants; Representations; Warranties

- (a) **School Name:** Unless the Licensor grants permission for Licensee to do so in writing, Licensee shall not use the name (including, without limitation, signs or logos) of the School, LAUSD or Los Angeles Unified School District in the name of its production or in the script, dialogue, photography, publicity or in any of its advertising, and the locations used in the film shall not be identified as belonging to the Los Angeles Unified School District. Unless as agreed to otherwise by the parties in writing, Licensee represents and warrants that the name of its production or its script, dialogue, photography, publicity or any of its advertising does not identify the Premises as belonging to the Los Angeles Unified School District nor does it utilize the name (including, without limitation, signs or logos) of the School, LAUSD or Los Angeles Unified School District.
- (b) **Los Angeles Unified School District Filming/Parking Production License Application** ("Application"): Licensee represents and warrants that the information provided in the Application, including but not limited to the SAC, is true, complete and correct in all respects.
- (c) **Licensor's Remedies:** In the event of a breach by error or mistake by Licensee, its employees, agents, contractors or representatives of any of the preceding covenants, representations and warranties in Sections 5(a) and/or 5(b) hereof, Licensee agrees that it would be difficult to determine the value of such breach and accordingly, Licensor and Licensee agree that Licensor shall be entitled to recover as liquidated damages and not as a penalty, a sum equal to Twenty-Five Thousand Dollars (\$25,000.00USD). Licensee and Licensor agree that such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Licensee shall pay them to Licensor without limiting Licensor's right to terminate this Agreement for default as provided elsewhere herein. Should the Licensee, its employees, agents, contractors or representatives breach or threaten to breach the preceding covenants, representations and warranties in Sections 5(a) and/or 5(b) in a manner that exhibits gross negligence or willful misconduct, the Licensee acknowledges that a remedy at law is inadequate and that Licensor would suffer immediate and irreparable injury if such conduct is not prohibited, and acknowledges that Licensor shall be entitled to injunctive relief in addition to any other remedy available in law.
6. **Pupils:** Licensee shall take reasonable steps to insure that the pupils, the faculty, and the general public are excluded from the area in which it is filming. Licensee shall obtain releases from any participants outside of those in the employ of Licensee, including the parents of any minors involved, that it intends to incorporate into its photographs and/or recordings. In addition, if Licensee intends to employ minors in its filming, Licensee is responsible for ensuring all appropriate work permits are obtained.
7. **Licensee's Insurance:** Licensee shall provide the following insurance:
- a) **Commercial General Liability Insurance:**
 - \$2,000,000 per occurrence for bodily injury and property damage
 - \$100,000 fire damage
 - \$1,000,000 personal and advertising injury
 - \$3,000,000 general aggregate
 - \$3,000,000 completed operations and products aggregate
 - b) **Business Automobile Liability Insurance** with a minimum combined single limit of \$1,000,000.00 per occurrence.
 - c) **Workers' Compensation Insurance** as required by the Labor Code of the State of California, and **Employers' Liability Insurance.**

Licensor and its Board of Education shall be named an additional insured on all insurance, excluding subparagraph (c), and all of said insurance shall be primary and noncontributing with any other insurance available to Licensee (and other applicable entering party) and shall contain a full waiver of subrogation clause. Licensee shall provide evidence of such insurance upon request of FilmL.A or Licensor. Licensee shall cause the insurers to notify Licensor in writing of any requests to terminate said insurance or any intention by the insurer to terminate said insurance. Licensor reserves the right to require other coverage on a case-by-case basis (i.e., aviation, excess automobile and watercraft liability with minimum coverages of \$5,000,000) or modify its insurance

requirements at any time and Licensee shall modify its insurance coverage to conform to the applicable requirements upon receipt of written notice from FilmL.A. or Licensor. Licensee shall not do or permit anything to be done in or about the License Area or bring or keep anything therein that would affect or increase the existing rate of any fire or other insurance covering the property upon which the License Area is located, or that would cause a cancellation of any such insurance policy or any provision thereof.

8. **As-Is Condition; Surrender Condition:** Licensee accepts the License Area 'AS-IS," "WHERE-IS," and "WITH ALL FAULTS" subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of License Area, and accepts this Agreement subject thereto and to all matters disclosed thereby. Upon the expiration of this Agreement, or on any earlier termination, Licensee shall surrender the License Area to Licensor in the same or better condition as delivered to Licensee, ordinary wear and tear excepted. Licensee, at its sole cost and expense, shall promptly perform and complete any repairs or replacement of any nature or character occasioned or made necessary by reason of the use of the License Area by Licensee except for those repairs or replacement due to use of the License Area by Licensor.
9. **Alterations, Additions, or Improvements:** Licensee shall neither make nor allow to be made, nor call upon Licensor to make, any decorations, alterations, additions, or improvements to the License Area or any part thereof (including, without limitation, painting or attaching any fixtures or signs) during the Term of this License Agreement without the prior written consent of Licensor, which consent may be conditioned or withheld in the sole and absolute discretion of Licensor. Any items or mailers used by Licensee on the License Area shall be freestanding and shall not be attached to other improvements on the License Area unless otherwise agreed to by Licensor in accordance with this paragraph. Licensor discloses and Licensee understands that any alterations, modification, and improvements to the License Area may be subject to the approval of the California Division of the State Architect. Any alterations, additions, or improvements without the prior written consent of Licensor shall be construed as a breach of this Agreement. If Licensee makes any alterations, additions, or improvements to the License Area without the written consent of Licensor, Licensor shall have the right to restore the License Area to the condition the License Area was in immediately prior to Licensee's occupancy, and Licensee agrees to reimburse Licensor for its costs incurred thereby within thirty (30) days of Licensee's receipt of Licensor's invoice. The exercise of Licensor's right to restore the License Area shall not excuse Licensee's violation of this paragraph nor shall the exercise waive any remedy at law available to Licensor. This paragraph shall survive expiration or earlier termination of this Agreement.
10. **Safe and Sanitary Use:** Licensee, at its sole cost and expense, shall use the License Area in a safe and sanitary manner. If the License Area is part of an operating school, damage, destruction, and excess trash and debris will affect Licensor's ability to conduct the instructional program. Licensee shall not dispose of any material down any drain or into any basin, toilet, bathtub or lavatory or into any storm-drain on the License Area. Licensee shall place layout board or other suitable protection (as approved by Licensor) on all floors and paths through which Licensee is moving furniture, props or other equipment and for all other areas of high traffic. Licensee shall report to Licensor any deficiencies in maintenance or condition of the License Area. Licensee shall be responsible for and pay for any repairs or replacements or any damage to the License Area that may occur during the Term hereof and that arises out of or is in any way related to Licensee's use of the License Area.
11. **Comply with Law:** Licensee shall comply at all times during its use and occupancy of the License Area with all ordinances, laws, and regulations affecting the use and occupancy thereof, including the maximum occupancy ordinance. Licensee shall not allow the License Area to be used for any unlawful purpose, nor shall Licensee cause, maintain, or permit any nuisance in, on, or about the License Area.
12. **Signs and Posters:** Except as provided for herein, Licensee shall not place any signs, posters, or other printed materials on the inside or the outside of the License Area or any part of the School without the prior written approval of the Licensor or Licensor's site administrator. Any such materials affixed to City or County owned property without prior approval from the appropriate City or County agency shall be prohibited and shall be deemed a breach of this Agreement.
13. **Food, Drinks, Tobacco, Liquor, Narcotics, Firearms, Nudity, Sexual Situations, and Drones:** Licensee shall not allow food, candy, popcorn, drinks, or refreshments of any kind in the License Area without written permission by Licensor or Licensor's site administrator. Licensee shall enforce no smoking in the License Area and prohibit the use of profane language, the use of tobacco products, the use of electronic smoking devices, possession of or use of intoxicating liquors or narcotics, quarreling or fighting, betting, or other forms of gambling. Licensee

shall not allow nudity, partial nudity or costumes exposing genitals, buttocks or breasts, and sexual activity that would be prohibited in the school environment. The possession and carrying of firearms and weapons of any kind on District property shall be prohibited, except for peace officers or other authorized law enforcement personnel, unless expressly authorized in writing in advance by Licensor, which authorization and any conditions thereto shall be in its sole and entire discretion. Any request by Licensee to include any activity listed above for filming purposes shall be considered on a case-by-case basis, and may be withheld for any reason or no reason whatsoever. The operation of drones of any kind in the airspace above the Licensor's premises is generally prohibited.

14. **Use of Other Equipment; Classrooms:** The License Fee paid by Licensee is for the use of License Area only and does not include the use of any equipment located therein unless expressly identified in this Agreement. If this Agreement expressly includes the use of Licensor's equipment, Licensor does not guarantee the adequacy or the condition of any such equipment and Licensee agrees to accept the use of such equipment on an "as-is" and "where-is" basis, except for any defects that are undiscoverable upon reasonable inspection, and shall notify Licensor of any damage or destruction of such equipment. Licensee shall reimburse Licensor for the replacement value of such equipment if the damage or destruction of such equipment occurs during the Term hereof and arises out of or is in any way related to Licensee's use of the License Area. If any classrooms are used, Licensee shall supply the necessary supervision to ensure that they are left in the same condition as found as approved by Licensor. Licensee understands that: (1) the students' and the teachers' desks may not be disturbed; (2) school supplies may not be used or touched (including materials on the bulletin board); (3) written material found on chalkboards may not be erased; (4) furniture that is moved must be restored to its original location; (5) students (which does not include Licensees' employees – e.g. actors) may not be in a classroom without a supervising adult approved by the Principal; and (6) Licensee may not utilize any portion of the School that is not designated as part of the License Area but may use those logical pathways necessary for access to and from the License Area.
15. **Announcements:** Licensee shall post the following statement while conducting the filming authorized by this License Agreement.: "Use of these premises has been granted pursuant to the provisions of Sections 17400, et seq., of the Education Code of the State of California; to [insert the full name of Licensee] from the Board of Education of the Los Angeles Unified School District. The Board of Education does not sponsor or take responsibility, nor does it necessarily endorse any of the activities, statements, or opinions which may be expressed at this meeting or activity." Licensee shall include the above statement in any and all written material, statements, fliers, publications, etc., relating to activities held in connection with this use. This statement must be in type eight (8) points or larger.
16. **Flammables:** Licensee shall obtain the necessary permits from the City or County Fire Department, and shall deliver copies of said permits to Film L.A. on behalf of Licensor, prior to events utilizing fireworks, open flames, lighted candles, tents, canopies, overhangs, or sides.
17. **Emergency Access:** Licensee shall ensure that as it pertains to the License Area, emergency fire exit pathways shall be a continuous and unobstructed means of egress to a public way and exit doors shall remain unlocked during all hours of operation.
18. **Other Structures; Power and Utility Sources and Electrical Cables; Elevators:** Licensee shall provide its own electrical energy, heat, ventilation, air-conditioning, light, water, telephone and other utilities to be used by Licensee. All utilities brought to the License Area shall be used in compliance with all applicable laws. All power and utility equipment, electrical cords and cables shall be in good and safe condition with no exposed or live parts (i.e., not frayed). Any cord or cables lying across an aisle way shall be properly bundled and covered and shall not lie across vehicle pathways. Power sources for concession stands shall be isolated from contact with the general public by use of fencing, guardrails or enclosures. All electrical equipment installation and operation shall be governed by the regulations contained in the latest edition of the National Electrical Code (NEC) unless otherwise approved by local officials having jurisdiction thereover, which approval shall be recorded in writing and attached to all permits. Copies of all permits shall be delivered to FilmL.A. on behalf of Licensor prior to the commencement of this Agreement. Licensee shall not (i) open any access doors, electrical panels, electric switches, switch plates, electric pull boxes, manholes or mechanical enclosures, (ii) permanently cover or conceal any of the foregoing, or (iii) reset, adjust, recalibrate, modify, connect or disconnect any switches, electrical wiring, controls, valves, conduits, ducts, electrical or mechanical equipment or fixtures, doors or window assemblies, plumbing supply, vent, or waste lines, locks, fire protection equipment or decorative assemblies. Licensee shall not use any elevator without the prior written permission of Licensor, the Principal or Licensee's

site administrator. In any event, any use of elevators shall be under the supervision of the site administrator or building engineer, and Licensee shall place protective pads in all elevators used to move any furniture, props or other equipment.

19. **Persons with Convictions:** Licensee shall not knowingly allow any person who has been convicted of any of the offenses set forth in the Education Code, Section 44010 and is under the direction or control of Licensee to enter upon the License Area. A plea or verdict of guilty shall be deemed a conviction, irrespective of a subsequent order under the provisions of Penal Code Section 1203.4. Licensee represents that, to the best of its knowledge, the License Area will not be used for the commission of any crime; Licensee declares under penalty of perjury that the foregoing statement is true and correct. The following excerpts from California Education Code are provided as a guide to the Licensee (Licensor makes no representation as to the accuracy or completeness of the sections printed below; Licensee is responsible for knowing the Licensee's responsibilities regarding these sections of the codes):

SECTION 44010 OF THE CALIFORNIA EDUCATION CODE

"Sex offense"

1. Sex offense,' as used in Sections 44020, 44237, 44346, 44425, 44436, 44836, 45123, and 45304, means any one or more of the offenses listed below:
2. Any offense defined in section 220. 261, 261.5, 262, 264.1, 266, 266j, 267, 285, 286, 288, 288a, 289, 311, 1, 311.2, 311.3, 311.4, 311.10, 311.11, 313.1, 647b, 647.6, or former Section 647a, subdivision (a), (b), or (c) of Section 243.4, or subdivision (a) or (d) of Section 647 of the Penal Code.
3. Any offense defined in former subdivision 5 of former Section 647 of the Penal Code repealed by Chapter 560 of the Statutes of 1961, or any offense defined in former subdivision 2 of former section 311 of the Penal Code repealed by Chapter 2147 of the Statutes of 1961, if the offense defined in those sections was committed prior to September 15, 1961, to the same extent that an offense committed prior to that date was a sex offense for the purposes of this section prior to September 15, 1961.
4. Any offense defined in Section 314 of the Penal Code committed on or after September 15, 1961.
5. Any offense defined in former subdivision 1 of former Section 311 of the Penal Code repealed by Chapter 2147 of the Statutes of 1961 committed on or after September 7, 1955, and prior to September 15, 1961.
6. Any offense involving lewd and lascivious conduct under Section 272 of the Penal Code committed on or after September 15, 1961.
7. Any offense involving lewd and lascivious conduct under former Section 102 of the Welfare and Institutions Code repealed by Chapter 1616 of the Statutes of 1961, if that offense was committed prior to September 15, 1961, to the same extent that an offense committed prior to that date was a sex offense for the purposes of this section prior to September 15, 1961.
8. Any offense defined in Section 286 or 288a of the Penal Code prior to the effective date of the amendment of either section enacted at the 1975-76 Regular Session of the Legislature committed prior to the effective date of the amendment.
9. Any attempt to commit any of the offenses specified in this section.
10. Any offense committed or attempted in any other state or against the laws of the United States which, if committed or attempted in this state, would have been punishable as one or more of the offenses specified in this section.
11. Any conviction for an offense resulting in the requirement to register as a sex offender pursuant to Section 290 of the Penal Code.
12. Commitment as a mentally disordered sex offender under former Article I (commencing with Section 6300) of Chapter 2 of Part 2 of the Welfare and Institutions Code, as repealed by Chapter 928 of the Statutes of 1981.

20. Waiver; Indemnity

- (a) Licensor shall not be liable for and Licensee hereby waives all claims against Licensor for damage to any property or injury, illness, or death of any person in, upon or about the License Area arising in any way due

to, in Connection with, or related to, directly or indirectly, the use of the License Area by Licensee, Licensee's employees, agents, invitees, or contractors, except as provided for herein. Licensor and Licensee hereby agree and acknowledge that the relationship between Licensor and Licensee is solely a Licensor/Licensee relationship and not a principal/agent relationship or any other relationship. Licensee is acting on its own behalf in using the License Area (for the purposes described herein or for any other purpose(s) that may occur) and is not operating as an agent of Licensor or as part of Licensor's operations as a school district. The provisions of this Section 20(a) shall not apply to the extent that all or part of the Liabilities (as defined below) is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of Licensor's obligations under this Agreement.

(b) To the fullest extent permitted by law, Licensee shall indemnify, defend, and protect Licensor, Licensor's Board of Education, FilmL.A., and their respective officers, directors, other members, partners, employees, agents, and independent Contractors (singularly, "Indemnified Party"; collectively, "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable outside attorneys' fees) incurred in connection with or arising from any cause (i) any default by Licensee in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Licensee's part to be observed or performed; (ii) the use, occupancy or control of the License Area by Licensee or any authorized person claiming by, through, or under Licensee, Licensee's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area during the Term of this Agreement (singularly, "Liability"; collectively, "Liabilities"), and (iii) any claim by a third party that Licensor is responsible for any actions by Licensee in connection with any use or occupancy of the License Area or in any way related to this Agreement; and (iv) any claim by a third party for Licensee's failure to obtain a release pursuant to Paragraph 6 of this Agreement. The provisions of this Section 20(b) shall not apply to the extent that all or part of the Liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of Licensor's obligations under this Agreement.

Notwithstanding anything to the contrary set forth in this Section 20, Licensor shall remain liable for any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in the use or occupancy by Licensor of the License Area, including, without limiting the generality of the foregoing: (a) any default by Licensor in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Licensor's part to be observed or performed; and (b) the use or occupancy of the License Area by Licensor or any person claiming by, through, or under Licensor or Licensor's employees, agents, contractors, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the Term of this Agreement. The provisions of this Section 19 shall survive the expiration or earlier termination of this Agreement.

- 21. Hazardous Materials:** Licensee shall not cause or permit any hazardous material, as defined below, to be brought, kept, or used in or about the License Area by Licensee or its agents, employees, contractors, or invitees in violation of said Environmental Laws. At FilmL.A.'s or Licensor's request, Licensee shall provide any and all material safety data sheets for any materials or products that Licensee brings onto or uses on the License Area. Licensee shall not service, fuel or re-fuel any vehicle or equipment on the License Area. Licensee agrees to indemnify, defend (by counsel approved by Licensor), and hold Licensor harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including without diminution in value of the School and sums paid in settlement of claims, attorneys' fees, Contractor fees, and experts' fees) which arise during or after the Term of this Agreement as a result of Licensee's breach of this provision. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state, and local laws, ordinances, court orders and administrative directives, rules, and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water, or groundwater. The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.
- 22. Security:** Licensor makes no representations or warranties regarding the safety or security of the License Area. Licensor shall not provide, supervise, or furnish personnel in connection with personal safety and security of Licensee's employees, invitees, customers, or other persons within and about the License Area. Notwithstanding the foregoing, Licensor and FilmL.A. shall have the right to employ security guards for the activities contemplated by this Agreement and charge Licensee for the reasonable cost of such services, and Licensor and FilmL.A. shall have the right to call in the police at any time the Licensor or FilmL.A. feel it is

necessary for the protection of the License Area or the safety or security of persons within and about the License Area.

23. **Assignment:** Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the License Area, and any attempt to do so shall be automatically null and void. Notwithstanding the foregoing, Licensee will have the right to freely assign (i) this Agreement and any of the rights granted herein to any parent, subsidiary or affiliate of Licensee and (ii) the rights granted within Paragraph 4 in the normal course of business.
24. **Default by Licensee:** If Licensee fails to perform, fulfill or observe any of the terms, covenants or conditions of this Agreement, FilmL.A. or Licensor shall give Licensee written notice of such non-compliance. If within 24 hours of Licensee's receipt of such notice, Licensee has not commenced to cure such non-compliance and within 72 hours from Licensee's receipt of such notice, Licensee has not completely cured such default, then Licensee shall be in default of this Agreement. The 72 hour cure period may be extended in the sole and absolute discretion of Licensor. In the event of Licensee's default hereunder, Licensor may terminate this Agreement whereupon the Term of this Agreement shall expire, and Licensee shall quit and surrender the License Area to Licensor. It is further agreed that in no event shall the time within which a default may be cured hereunder extend beyond 72 hours from Licensee's receipt of such notice except as granted, in writing, by Licensor. If a default shall be made under any provision of this Agreement, Licensor may reenter the License Area, take possession thereof, and remove all persons therefrom. If Licensee breaches any covenant, obligation, requirement, or condition set forth in this Agreement, so long as Licensee continues to occupy the License Area, in addition to any and all remedies available to Licensor at law, Licensee hereby agrees that Licensor shall have the right to file an unlawful detainer action to recover possession of the License Area pursuant to the California unlawful detainer statutory scheme, as amended from time to time, and Licensee hereby waives the right to object to Licensor's use of the unlawful detainer procedure on the basis that its real property interest in the License Area is a license and not a lease. Notwithstanding anything herein to the contrary, Licensor and FilmL.A. shall have the right to cancel and terminate this Agreement, immediately and without notice, upon the discovery of a violation of any term, condition, or provision of this Agreement on the part of the Licensee that may, in FilmL.A. or Licensor's discretion, jeopardize the health, safety, or welfare of the License Area or the occupants thereof. Licensor shall have no right to enjoin or restrain the exhibition, distribution, advertising, exploitation and/or marketing of the production as a result of a default by Licensee under this Agreement, except as provided in Section 5 herein. The foregoing limitation shall in no way restrict, diminish or impair Licensor's right to seek monetary damages of any kind for any default by Licensee of any of the terms and provisions of this License, any such right to monetary damage hereby being hereby expressly reserved by Licensor.
25. **Natural Disaster; Civil Unrest:** Licensee agrees that in the event of fire or other casualty, circumstances related to natural disasters or civil unrest, or requirements of governmental or quasi-governmental agency may necessitate the termination of this Agreement. If the License Area is determined to be structurally or mechanically unsound or to pose a danger to occupants in Licensor's sole and absolute discretion, or if access to the facility is required for use by Licensor pursuant to any such circumstances or in order to make necessary or advisable repairs, this Agreement shall be terminable immediately upon delivery of written notice to Licensee. In the event this Agreement is terminated pursuant to this provision, Licensee shall be entitled to the refund of that portion of the License Fee applicable to the period that the License Area is not available for use by Licensee. LICENSEE SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OR OTHER RECOURSE FOR ANY LOSS OR DAMAGES INCURRED AS THE RESULT OF THE TERMINATION OF THIS AGREEMENT PURSUANT TO THIS PROVISION. Licensor shall make good faith efforts to reschedule the production activities under the same terms and conditions if the Agreement is terminated due to this Section 25.
26. **Severability; Section Headings:** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The section and paragraph headings in this Agreement are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions hereof.
27. **Time of Essence:** TIME IS OF THE ESSENCE OF ALL OBLIGATIONS OF THE PARTIES HEREUNDER.
28. **Entire Agreement:** All prior understandings and agreements between the parties are merged within this Agreement, including and incorporating the recitals contained hereinabove, which alone fully and completely sets forth the understanding of the parties.

- 29. Modification or Amendment:** This Agreement may not be altered, modified, amended, waived or terminated orally or in any manner other than by written agreement signed by the party against whom enforcement of such alteration, modification, amendment, waiver or termination is sought.
- 30. Legal Actions:** If either party named herein brings an action to enforce the provisions hereof or declares rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable outside attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, Licensor shall not be liable to Licensee for consequential damages incurred in connection with this Agreement, including, but not limited to, loss of profits or other revenue, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.
- 31. Absence of Waiver:** No waiver by Licensor or Licensee of any provision hereof shall be deemed to be waiver of any other provision hereof or of any subsequent breach by Licensor or Licensee of the same or any other provision.
- 32. Licensor's Right of Entry:** Film L.A., Inc., Licensor and Licensor's agents shall have the right to enter upon the License Area at reasonable times for the purpose of inspecting same and in making such alterations, repairs, improvements, or additions to the License Area as Licensor may deem necessary or desirable, to protect any and all rights of Licensor and to post such reasonable notices as Licensor may desire to protect Licensor's rights, provided that Licensor will not unreasonably interfere with the production activities.
- 33. Facsimile or Electronic Transmission:** Any executed copies of this Agreement and all related documents may be executed and delivered by facsimile or electronic, (including scanned documents), transmission. The recipient of said transmission shall consider such delivery as delivery of the originally executed document. All parties to this Agreement hereby warrant and represent that any document which they deliver by facsimile or electronic, (including scanned documents), transmission shall be a true and correct copy of the original document. All parties hereby agree that when delivery of a document is effected by a facsimile or electronic, (including scanned documents), transmission, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered.
- 34. Authority to Execute Agreement:** Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement and grant the rights contained herein without the consent of any other party and the Agreement shall be binding upon the parties hereto. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.
- 35. Governing Law:** This Agreement shall be governed by the laws of the State of California This License is issued in accordance with the provisions of the Education Code of the State of California.
- 36. Notices:** All notices required by this Agreement shall be in writing and delivered to the addresses set forth as follows:
- If to FilmL.A., Inc.:
FilmL.A., Inc.
6255 W. Sunset Boulevard, 12th Floor
Los Angeles, CA 90028
Phone: (213) 977-8600
Fax: (213) 977-8610
- If to Licensor:
Los Angeles Unified School District Leasing & Asset
Management
333 South Beaudry Avenue, 23rd Floor Los
Angeles, California 90017
Attn: Director, Leasing & Space Utilization
Management Fax: (213) 241-6784

All notices shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, facsimile (upon electronic confirmation of good transmission by the sending tele copier and a hard copy deposited in the U.S. mail within two (2) days of transmission), or sent by U.S. registered or certified mail, return receipt requested, postage prepaid. Licensor and Licensee agree that notices may be given hereunder by the parties' respective legal counsel and that, if any communication is to be given hereunder by Licensor's or Licensee's counsel, such counsel may communicate directly with all principals so long as a copy is provided to principals' legal counsel.

- 37. Cancellation:** In the event that the Licensee does not use the License Area on the dates specified and the Licensor is so notified no later than 10:00 am of the business day prior to said date(s), the Licensee shall be entitled to a refund of the rental charge for the date(s), less a \$150 administrative fee payable to Film L.A. on behalf of Licensor. In the event Licensee does not use the License Area on the dates specified and Licensee fails to give notice as provided above, Licensee shall be charged the full License Fee for such dates.

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