

TOWN OF BOYLSTON

LOCATION AND ROAD
CLOSURE AGREEMENT

This Location and Road Closure Agreement is made and entered into this _____ day of _____, 2018 by and between the **Town of Boylston**, acting by and through its Board of Selectmen with a business address of Town Hall, 221 Main Street, Boylston MA 01505 (the "Town") and **Possible Productions, Inc.**, a New York corporation registered to conduct business in Massachusetts with a business address of c/o Ashley Chaffin, 51 W 52nd Street (19-13), New York, New York, 10019 ("Producer").

WHEREAS, the Town's Board of Selectmen has management, custody and control over town ways in the Town of Boylston;

WHEREAS, the Producer submitted a proposal to the Town to request permission for the Producer to have exclusive access over a town way for purposes of filming a scene for a film production; and

WHEREAS, the Town is agreeable to providing the Producer with exclusive access of a portion of a town way in accordance with certain terms and conditions herein.

NOW THEREFORE, in consideration of the mutual exchange of promises and other valuable consideration as described herein, the Town and the Producer agree as follows.

1. The Town hereby grants to Producer a license to enter onto and use the property owned, leased, controlled, or possessed by Town at the address indicated below (the "Property") commencing on 7:00 a.m. on _____, 2021 and terminating on 7:00 p.m. on _____, 2021, for the purpose of photographing, filming, taping, interviewing, and/or sound recording the Property, its contents, and persons located thereon (collectively, the "Footage").

Property Address: A portion of Route 140, running from the intersection with Route 70 north to the town line with West Boylston, as shown on Exhibit A, attached hereto.

The Property shall include, without limitation, unless otherwise agreed by the parties, all displays, and signs located in, or about the Property and other identifying features thereof, provided, however, that the use of the Town's name, and, as applicable, logo(s), trademark(s), service mark(s) and/or slogan(s), or other likeness shall not in any manner disparage the Town or its community or be defamatory or censurable in nature. The Town acknowledges that Producer is under no obligation to actually use the Footage.

2. In full consideration of Town entering into this agreement and granting Producer all rights provided under this Agreement, and as reimbursement to the Town for costs or expenses incurred by or imposed upon the Town associated with the use of Property, including publishing and distributing public notice of the scheduled road closures, Producer shall pay Town a license fee of _____ (\$ _____) per day for each production day. Payments must be received by the Town at least fourteen (14) days prior to the date of scheduled road closure.

3. Producer may place all necessary facilities and equipment on the Property and agrees to

remove same after completion of work. Producer shall return the Property as used, disturbed, or damaged by Producer in relation to this Agreement to the same condition as before Producer's work, reasonable wear and tear from uses permitted in this Agreement excepted. Producer will use reasonable care to prevent damage to said Property.

4. Producer shall comply with any specific requirements and/or restrictions imposed by the Town's Police and Fire Departments as to the use of the Property as allowed under Section 1 herein, such specific requirements and/or restrictions to be incorporated into an addendum to this Agreement.

5. Producer shall include a credit to Town in the final version of the work within which the Footage is included to read substantially as follows: "Filmed on location in the Town of Boylston, Massachusetts," provided that format, placement, and size shall be at the Producer's sole reasonable discretion.

6. Producer shall be responsible for obtaining, at its sole cost, all necessary state, and local permits, including but not limited to conservation commission, the Department of Conservation and Recreation of the Commonwealth of Massachusetts, as well as obtaining all necessary inspections. Producer shall be responsible for all reasonable crowd and vehicular traffic management and all costs related to the Producer's use and occupation of the Property.

7. This Agreement is terminable at any time by the Town or Producer following notice delivered at least fifteen (15) days in advance of the date of termination by certified U.S. Mail, return receipt requested, to the other party. This Agreement shall expire on the date specified in such notice.

7. Producer agrees that it shall use and occupy the Property at its own risk, and the Town shall not be liable to Producer for any injury to or death of persons entering into and upon the Property pursuant to this Agreement, or loss or damage to vehicles, equipment, structures, or other personal property of any nature whatsoever of Producer, or of anyone claiming by or through any of them, that are brought upon the Property pursuant to this Agreement.

8. The Town agrees that Producer and its parent, subsidiaries, and affiliated companies and their licensees, successors, and assigns, shall have the exclusive, perpetual, worldwide right to edit, telecast, cablecast, rerun, record, publish, reproduce, use, syndicate, license, print, distribute and otherwise exploit the Footage, or any portion thereof, in any manner and in any medium or forum, whether now known or hereafter devised. Producer and/or its licensees, designees and assigns shall be the sole owner of all right, title and interest in and to the Footage.

9. Producer agrees to indemnify, defend and hold harmless the Town against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Property or relating in any way to Producer's exercise of its rights under this Agreement, Producer's breach of this Agreement or the negligence or misconduct of Producer, or its agents or employees.

10. Prior to access to the Property, the Producer submit to the Town evidence of the following insurance coverages in amounts no less than the following:

- a) Worker's Compensation Insurance in accordance with Mass. Gen. Laws Chapter 152. Employers Liability shall be carried in limits not less than: \$500,000 each accident
- b) Commercial General Liability Insurance written on an occurrence basis with coverage no less broad than the most recent version of ISO CG 00 01. No amending or exclusionary endorsements material to obligations in this Agreement may be attached. Limits shall not be less than \$1,000,000 each occurrence. The Town shall be listed as an additional insured on the Commercial General Liability policy.
- c) Automobile Liability Insurance covering all owned, non-owned and hired automobiles at a limit of not less than \$1,000,000 each accident or loss. Limits may be provided through a combination of primary and umbrella policies.
- d) To the extent the Producer Agreement will be handling hazardous materials on the Property, the Producer, its Consultant and/or subconsultant shall purchase and maintain, or cause to be purchased and maintained pollution liability coverage for bodily injury and property damage, including loss of use of owned and non-owned damaged or stigmatized property, resulting from liability arising out of pollution related exposures.

The insurance policies shall be written by a company licensed to do business in the Commonwealth of Massachusetts, with a minimum A.M. Best rating of A- VII. The Town shall be named as an additional insured on the General Liability Policy. The Producer shall maintain the required insurance coverages for the duration of this Agreement. Failure to obtain and keep in force said insurance, and failure to provide the Town with proof of same, shall automatically terminate this Agreement and any rights granted herein.

The Producer shall notice the Town if any required insurance policy is terminated.

11. MISCELLANEOUS.

This Agreement may not be modified except in writing, duly executed by both parties.

This Agreement contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the Agreement.

Producer is not authorized to bind or involve the Town in any contract or to incur any liability for or on the part of the Town; likewise, the Town, its employees, agents, contractors, or invitees, is not authorized to bind or involve Producer in any contract or to incur any liability for or on the part of Producer.

If any portion of this Agreement is declared to be illegal, unenforceable, or void, then all parties to this Agreement shall be relieved of all obligations under that portion; provided, however, that the remainder of this Agreement shall be enforced to the fullest extent permitted by law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this Agreement shall be brought in courts within the Commonwealth of Massachusetts.

This Agreement is to take effect as a sealed instrument.

IN WITNESS WHEREOF, the Town and the Producer have caused their duly authorized representatives to set their hands and seals on their behalf, on the dates below written.

**TOWN OF BOYLSTON
BOARD OF
SELECTMEN**

Date: _____

**PRODUCER:
POSSIBLE PRODUCTIONS, INC.**

By: _____

Its: _____

Date: _____