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Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form

- Ratification -

JAN 23 11 09 AM 2019

Type of contract: 1 year Multi-year Single Event Purchasing Use Only Contract #:

<input type="checkbox"/> Submission Information	<input type="checkbox"/> Vendor Information
Contact Name: Sue Sanders - 7223 Department: Recreation and Maintenance Project Title: Class of 1963 Filming at: Rockdale County Auditorium 903 Main St., Conyers, GA 30012 Funding Account Number: N/A Contract amount: \$400 Revenue Contract Type: Goods () Services (X) Labor () Contract Action: New (X) Renewal () Change Order () Original Contract Number:	Vendor Name: Cineas Films Address: 250 Crown St., Apt. 1 H, Brooklyn, NY 11225 Address: Email: lionel@cineasfilms.com Phone #: 347-820-8830 Contact: Lionel Cineas Term of contract: Sunday, January 20, 2019, 1:00 pm - 6:00 pm

Finance Director Signature I have reviewed the attached contract, and the amount is approved for processing. Signature: <i>R. Miller</i> Date: 1-18-19	Procurement Officer Signature I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: <i>Juan Malone</i> Date: 1/22/19
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Summary:

The Recreation and Maintenance Department requests ratification of the attached contract with Cineas Films.

This is for permission to use the Rockdale County Auditorium to film a scene for the film Class of 1963.

Department Head/Elected Official Signature:

Date:

Sue Sanders

1/18/19

2019-85



Rockdale County Parks

Rockdale County Auditorium

The guidelines for any individual or company interested in film, television, video, or music production at Rockdale County Auditorium are as follows:

Permission

Permission to use the park must be granted by Rockdale County government. Contact should be through the Marketing, Communications, and Tourism division.

Park Maintenance

Rockdale County park maintenance personnel must be present for knowledge of the park, park needs, etc. The renter must pay the park maintenance person \$35 per hour.

Fire Safety

Rockdale County Fire-Rescue shall have access to the production site to ensure safety for cast, crew, visitors, private citizens, surrounding properties, etc.

Restricted Access

Access is only to the areas specified and agreed to in writing prior to filming.

Cleanup

Upon completion of the project, all material, equipment, trash and debris shall be entirely removed from the park and premises. The park must be returned to its original condition.

Fee

Fee will be based on specific needs by each renter and based on the size of the project. Payments should be made to Rockdale County.

Parking

Number of Vehicles: production cars, trucks, trailers, crew cars 6

Number of Personnel: crew, cast, extras, etc. 40

Company Information

Renter must provide name of company, company's address, business phone number, project title, and the contact person's name, cell phone and email address.

Renter/Production Company: Cineas films

Address: 250 crown st. Apt 1H

Phone: 347.820.8830

Project Title: Class of 1963

Description of Project: A short film that takes a look back into 1963

Location Manager (LM): LIONEL CINEAS

LM's Cell: 347 820 8830 LM's Email: _____

Film Dates: 1/20/19 Film Times: 1^P-6^P

Prep Date: _____ Strike Date: 1/20/19

Special Requests: street closure, lane closure, etc. _____

LIONEL CINEAS

Print Name

L. Cineas

Signature

Producer

Title

1/17/19
Date

Rockdale County Parks Contacts:

Jason Redmond, Deputy Director of Recreation and Maintenance
(770) 278-7257 jason.redmond@rockdalecountvga.gov

Marilu Montalvo, Administrative Manager
(770) 278-7282 marilu.montalvo@rockdalecountvga.gov

Sue Sanders, Recreation and Maintenance Director
(770) 278-7223 sue.sanders@rockdalecountvga.gov

Rockdale County Auditorium LOCATION AGREEMENT

THIS LOCATION AGREEMENT (the "Agreement"), effective Sunday, January 20, 2019, is by and between **ROCKDALE COUNTY** (collectively, the "Grantor") and **Cineas Films**, its affiliates, licensees, successors and assigns (collectively, "Producer").

WHEREAS, Producer is producing a project currently titled **Permit Application Class of 1963**;

WHEREAS, Grantor is the owner and has the authority to grant the rights allowed herein, as relates to property located at **903 Main St., Conyers, GA 30012** (which shall hereinafter referred to as the "Location");

WHEREAS, Producer seeks to film portions of the Picture at the Location and wishes to obtain certain permissions as are set forth in this Agreement and subject to the terms hereof; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. **GRANT OF RIGHTS.** Grantor grants to Producer the right (subject to the restrictions set forth in Paragraph 2) to enter upon the Location to film the Picture upon the terms and conditions set forth herein. Producer will have the right to enter upon and use the Location and to bring on to the Location certain vehicles and equipment and to recover same from premises upon completion of work as reasonably deemed necessary by Producer to depict the Location in the motion picture and in stills, audio, and video, in any and all media whether now known or hereafter devised for any purpose whatsoever. Producer is further granted the right to erect, decorate, and maintain temporary sets in connection with the Picture. The rights herein granted include without limitation the right to record all structures and signs located on the Location, the right to record any and all activities, conduct, and conditions occurring or existing on the Location, and the right to refer to the Location by its correct name or any fictitious name. Grantor agrees that Producer may juxtapose scenes filmed in other locations with the Location, but is under no obligation to use any of the footage of the Location in the final cut of the Picture, nor is Producer under any obligation to depict the Location in any particular manner whatsoever. Grantor hereby acknowledges that Producer is not required or expected to depict the Location in any particular manner in the Picture.

2. **USE OF LOCATION.** Grantor hereby agrees to allow Producer access to the Location on Sunday, January 20, 2019, from 1:00 pm to 6:00 pm for a scene of a group picture at the auditorium. Cast members while in costumes must stay inside the auditorium for filming.

3. **DAMAGE TO PREMISES.** Producer shall make no permanent alteration to any real or personal property on the Location. Upon completion of filming on the Location, Producer shall, at its sole expense, promptly restore the Location to its condition prior to filming, reasonable wear and tear excepted.

4. **LOCATION FEE.** Producer shall pay Grantor a location fee of \$400 plus \$35 an hours for a Park Maintenance person, plus \$45 an hours for a Policy Officer/Deputy as required by the City of Conyers to be on site Sunday, January 20, 2019 with Park Maintenance and Policy Officer/Deputy Pay beginning at 1:00 pm. Payment is due on or before the date the Producer

takes possession of the Location. Cashier's check payable to: Rockdale County Board of Commissioners and hand-deliver payment to 2455 Costley Mill Rd., Conyers, GA 30013.

5. RIGHTS. All right of every kind in and to all film, videotape, stills, and sound recordings (the "Works") made hereunder shall be and remain vested exclusively in Producer, its successors, assigns and licensees, and neither the Grantor nor any other party now or hereafter having an interest in the Location shall have any right to the Works or any element thereof. These rights in the Works include, without limitation, copyrights, promotional, assignment, and license rights as to any portion of the Works recorded on the Location (together with all rights of extension or renewal), in any and all media, whether currently existing or not. Producer has these rights regardless of whether these recordings are incorporated into the Picture. In no event shall Grantor have the right to enjoin the development, production, distribution or exploitation of the Picture.
6. RELEASE OF PROPERTY DAMAGE CLAIMS. After Producer has completed its work at the Location, including all necessary restoration, if any, Producer shall be deemed to have fully and properly vacated the Location and shall be relieved of any and all obligations in connection with the Location unless Grantor, within two days after Producer leaving the Location, informs Producer in writing of any damage to the Location and/or restoration not completed. Failure to timely notify Producer as stated in this Section shall be deemed a full and complete waiver of any claims in connection therewith. Grantor shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.
7. GRANTOR'S RELEASE. Grantor releases and discharges Producer, its members, managers, employees, agents, licensees, successors and assigns from any and all claims, demands or causes of actions that Grantor may now have or may have in the future for libel, slander, invasion of privacy or right of publicity, fraud, trespass, false light, trademark and trade dress infringement, defamation of trademark, copyright infringement, trespass to chattels, nuisance or violation of any other right arising out of or relating to any utilization of the rights granted herein. Grantor waives any right to any equitable relief, including, but not limited to, injunctive relief, arising out of any claim for breach of this Agreement or damage or destruction to any of Grantor's property.
8. BILLING CREDIT. Producer shall provide Grantor with a "special thanks" credit on screen in the end titles of the Picture at Producer's sole and absolute discretion. No casual or inadvertent failure to comply with this clause by Producer, nor any failure by any third party to comply, shall be deemed a breach of this Agreement by Producer.
9. INSURANCE. Prior to filming at the Location, Producer shall secure General Liability and Property Damage Insurance in an amount of at least \$1,000,000 covering General Liability and \$1,000,000 covering Property Damage.
10. AUTHORITY. Grantor represents and warrants that Grantor is the sole owner and/or authorized representative of the Location and that Grantor has the sole authority to grant Producer the permission and rights herein granted, and that no other person's or entity's permission is required. Grantor further represents and warrants that Grantor is free and able to enter into and fully perform this Agreement and to grant all the rights granted or to be granted to Producer hereunder.
11. INDEMNITY. Grantor hereby agrees to indemnify Producer, its members, managers, employees, agents, licensees, successors and assigns, from and against any and all claims, liabilities, obligations,

costs, damages and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from any breach or alleged breach of any of Grantor's representations and warranties or of Grantor's obligations hereunder.

12. **FORCE MAJEURE.** If Producer's use of the Location is hampered by weather conditions, defective film or equipment or any other occurrence beyond Producer's control, Producer shall have the right to use the Location without any additional charge for an amount of additional time equal to the time that was not used due to the Force Majeure event, commencing at a mutually agreeable time following the end of the Force Majeure Event.

13. **WAIVER.** A waiver by any party of any of the terms and conditions of this Agreement in any one instance shall not be deemed to be a waiver of such term or condition for the future, or of any subsequent breach thereof.

14. **SEVERABILITY.** If any provision of this Agreement is declared illegal or unenforceable, it is the intent of the Parties that the remaining provisions shall continue in full force and effect.

15. **ASSIGNMENT.** Producer may assign this Agreement or license or assign all or any part of its rights hereunder to any person, firm or corporation whatsoever. Grantor shall not assign or transfer this Agreement or any rights and obligations hereunder without Producer's prior written consent.

16. **GOVERNING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. This Agreement and its subject matter have substantial contacts with Georgia, and all actions, suits, or other proceedings with respect to this Agreement shall be brought only in a court of competent jurisdiction sitting in Georgia. In any such action, suit, or proceeding, such court shall have personal jurisdiction of all of the Parties hereto.

17. **REMEDIES.** Grantor recognizes and confirms that in the event of a failure or omission by Producer, its successors, licensees, or assigns constituting a breach of its obligations under this Agreement, whether or not material, the damage, if any, caused to Grantor is not irreparable or sufficient to entitle Grantor to injunctive or other equitable relief. Consequently, Grantor's rights and remedies shall be limited to the right, if any, to obtain damages at law and Grantor shall not have any right in such event to terminate or rescind this Agreement or any of the rights granted to Producer hereunder or to enjoin or restrain the development, production, advertising, promotion, distribution, exhibition or exploitation of the Picture and/or any of Producer's rights pursuant to this Agreement.

18. **LIMITATION ON LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, GRANTOR AGREES, ACKNOWLEDGES AND UNDERSTANDS THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE PRODUCER ARISING FROM ITS ALLEGED BREACH OF THIS AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS RELATED TO OR ARISING FROM THE AGREEMENT, THE MAXIMUM AMOUNT THAT GRANTOR MAY RECOVER FROM PRODUCER AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO GRANTOR'S ACTUAL, DIRECT DAMAGES ARISING FROM PRODUCER'S BREACH. IN NO EVENT WILL PRODUCER BE LIABLE TO GRANTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR

INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT BY PRODUCER.

19. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to its subject matter. It merges and supersedes all prior and/or contemporaneous agreements and understandings between the parties, written or oral, all of which are hereby declared to be void and without further effect, with respect to its subject matter; there are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter hereof other than those expressly set forth herein. This Agreement may be amended only by a written instrument duly executed by all parties or their respective heirs, successors or assigns.

20. COUNTERPARTS; DELIVERY. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A copy of this Agreement produced from the delivered facsimile or electronic form by any reliable means (for example, photocopy, facsimile or printed image) shall in all respects be considered an original.

IN WITNESS WHEREOF, the parties have executed this Location Agreement this 18 day of January, 2019.

Rockdale County ("GRANTOR")
Board of Commissioners

02 Nesbitt, SR
Printed Name

Signature

Chairman, BOC
Title

1/18/19
Date

Name of Company
("Production Company")

Cineasfilms
LIONEL CINEAS
Printed Name

Signature

Producer
Title

1/17/19
Date

ATTEST:

Jennifer O. Rutledge, County Clerk

Approved as to form

M. Qader A. Balg, County Attorney