## City of Franklin, Tennessee <u>Release, Indemnity and Hold Harmless Agreement</u> COF Contract No. 2019-0088

The undersigned Bright Road Productions ("BRP") acknowledges that the following terms are a condition to participation in the photography/Film shoot ("Photo/Film Shoot") at City of Franklin, Tennessee facilities on or about March 12, 2019 and/or March 15, 2019, and hereby agrees that:

- 1. Fire equipment are dangerous instrumentality and can cause serious bodily injury, death and damage to property if not used in the safe and careful manner by trained and experienced operators.
- 2. BRP shall indemnify and hold harmless the City of Franklin, its officials, representatives, agents, servants and employees from and against any and all claims of any and all persons for judgments, losses, expenses, death, bodily injury, or damage to property which arises from or is a result of its participation in the Photo/Film Shoot, negligent act, error or omission whether such claims are based in whole or in part upon the negligence of the Participant or the City of Franklin for any defect in equipment, any site condition, or any negligence by any person, including other Participants.
- 3. BRP agrees that, as an essential term and condition to its participation in the Photo/Film Shoot it hereby acquits, discharges, exonerates and forever releases the City of Franklin, its Mayor, Aldermen, officials and its employees, of and from any and all actions, causes of action, damages, liability, obligations, rights, torts, wrongs and claims, ("Claims") which may arise from BRP's use of the City of Franklin's facilities, including any and all claims of any nature whatsoever, whether for death, bodily injury and/or damage to property, whether the Claims are due in whole or in part to any fault or negligence by or attributable to the City of Franklin any failure or defect in any equipment or otherwise. As an inducement to the City of Franklin to allow BRP to participate in the Photo/Film Shoot, BRP agrees, for itself, its heirs, successors and assigns, that it shall not sue or make any Claim of any kind against the City of Franklin, their officers, directors, employees, agents, successors, and assigns, for or in account of anything which may relate to or arise from the Photo/Film Shoot or from being present on the City of Franklin's facilities, including death.

Bright Road Productions Bv Signator Printed Name Title . Date

## ADDENDUM TO RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

Reference is hereby made to that release, indemnity and hold harmless agreement dated as of March \_\_\_\_\_\_\_, 2019 ("Agreement"), between Bright Road Productions, Inc. ("Licensee") and the City of Franklin, Tennessee ("Licensor") in connection with a photography/film shoot at the Franklin Fire Station ("Property") for use in and in connection with the television program entitled "Chrisley Knows Best" ("Program"). The License is hereby supplemented as follows:

1. OWNERSHIP. Licensor acknowledges and agrees that Licensee has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Premises and any and all furnishings, works of art and other objects located in or around the Premises, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Licensee, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Licensor acknowledges and agrees that Licensee may license, assign and otherwise transfer such rights to any person or entity. Neither Licensor nor any other party having an interest in the Property shall have any claim or action against Licensee or any other party arising out of any use of the photographs, film and/or recordings, and in no event will Licensor be entitled to enjoin or restrain the exhibition and/or distribution of the Program. Licensee has no obligation to include the Property in the Program or in any other production.

Except as expressly supplemented herein, the Agreement is not modified or amended in any other respect and, as modified herein, the Agreement is hereby ratified and confirmed in its entirety and remains in full force and effect in all respects.

LICENSOR: LICENSEE: City of Franklin, Tennessee Bright Road Productions, Inc. By: non-line Producer Name/Title: Eric Date: 3-11-2019 Date: