

SAVANNAH FILM FACTORY

This Agreement is made and entered into ____ day of __, 20__, by and between _____ (Licensee), a _____ Corporation and Savannah Film Factory, LLC. (Studio) and shall be applicable to Licensee's use of studio's facilities, equipment, services and personnel in connection with Licensee's production entitled "_____".

1. Terms, Conditions and Assumptions: The Studio hereby grants to the Licensee the license to use the licensed premises located at _____ for the purpose of producing the project set forth in Terms, Conditions and Assumptions. Availability of stages is subject to any and all of Studio's prior commitments to productions currently booked onto stages.
2. Security Deposit: Studio requires a security deposit in the amount of _____. Studio shall have no obligation to furnish any facility, equipment or personnel whatsoever to Licensee until the Licensee has rendered payment of the full security deposit and has provided the Studio with a certificate of insurance that enumerates the coverage required in section 8 of this license agreement.

Should the Licensee request additional facilities or equipment from the Studio, the Studio may require an increase in the amount of the security deposit before such request will be granted.

The security deposit may be used as follows:

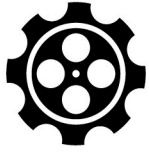
- a. Cure default in the payment of license, equipment or personnel fees;
- b. Repair fees to the facility and the replacement of missing and damaged equipment;
- c. Cleaning fees to render the facility in broom clean condition;
- d. Additional fees provided for in section 4 of this agreement;
- e. Attorney and collection fees to enforce this license agreement.

The balance of the security deposit after deducting allowable deductions listed above in 2 a. b. c. d. and e. shall be returned to the Licensee within 10 days after they have vacated the premises.

3. Production Schedule: Licensee shall notify Studio of all production plans including but not limited to tentative start dates, rigging and construction to be done on the facility premises, the start or principal photography, the production schedule and anticipated production locations. The Studio will make their best effort to accommodate the needs and requirements of the Licensee and help coordinate the activities of the other users of the Studio facility in an attempt to keep any disruptions to a minimum.
4. Fees: The Studio will be entitled to charge the Licensee and the Licensee agrees to pay the following additional fees notwithstanding anything to the contrary contained in this license agreement.
 - a. Normal Studio Hours: Monday to Friday 6:00AM to 10:00PM excluding holidays. Saturday, Sunday, Holidays and Monday to Friday outside the hours 6:00AM to 10:00PM are subject to the approval of the Studio management and will be subject to additional charges to be agreed upon in advance;

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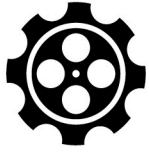


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- b. Additional Facilities, Equipment or Personnel Not Provided In The License Agreement: If at any time during the term of the license agreement Licensee shall require additional facilities, equipment, personnel or services to those specified the Studio will use their best efforts to accommodate this request subject to availability and corresponding additional fees;
 - c. Guards and Fire Protection Personnel: Licensee shall bear the costs of security guards requested by Licensee and fire personnel required by county or state ordinance(s);
 - d. Communication Equipment and Services: Licensee agrees to pay additional fees, as provided in the usage agreement attached hereto, for any telephone equipment, telephone line, toll service, cable service, broadband internet or network access requested by the Licensee;
 - e. Utilities: Licensee shall pay additional fees for all utility charges associated with Licensee's use of the facilities including but not limited to stages, warehouse and general lot use;
 - f. Refuse: Licensee shall pay additional fees to dispose of all of Licensee's waste and hazardous waste, other than office waste, generated by Licensee. Studio does comply with the United States Environmental Protection Agency disposal guidelines as respects the disposal of hazardous waste generated on premises as required by EPA standards 40CFR 124. Studio also maintains a manifesto of all hazardous waste that is generated on the facility and disposed of by the Studio.
 - g. Other: If the Studio provides other services or goods not enumerated within this license agreement those goods and services shall be provided for an additional fee that will be negotiated in advance.
5. No Warranty and Inspection: The Licensee has selected the "Facility and Equipment" without any suggestion or recommendations of the Studio and the Licensee understand and agree that the Studio assumes no responsibility for the "Facility and Equipment" as being fit for any particular purpose whatsoever. The Licensee agrees that the "Facility and Equipment" selected by them is fit for their intended use and purpose. The Studio represents and warrants as follows: (1) the "Facility and Equipment" are free from known defects and are in good working order to the best of Studio's knowledge; (2) the Studio is responsible for routine repair and maintenance of the "Facility and Equipment" prior to the commencement of this license; (3) (if applicable) all services provided by the Studio will be performed in a professional and competent manner. The Licensee represents and warrants as follow: (1) that, except as set forth in the Studio's representations and warranties above, the "Facility and Equipment" are licensed to Licensee without any warranty or guaranty of any kind, express or implied; (2) that the Licensee agrees that the Studio shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, delays; (3) except as set forth in the Studio's representations and warranties above, the Licensee is responsible for any inspection, repair and maintenance of the "Facility and Equipment" necessitated as a result of the Licensee's usage of the "Facility and Equipment", including, without limitation, as a result of the negligence or willful misconduct of the Licensee, its employees, agents, or contractors; and (4) the Licensee has complied and will continue to comply with all applicable federal, state and local laws, rules, regulations, ordinances, licensing requirements and business codes, and manufacturer's recommendations as to the safe use of the "Facility and Equipment".

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The Licensee acknowledges that it has inspected and tested the "Facility and Equipment" at the inception of this license agreement and that all "Facility and Equipment" are in good and working order and acceptable to the Licensee. Licensee is encouraged to photograph the stage(s) at the commencement of this license agreement as to verify and document whether or not there is any prior damage. The Licensee represents and warrants that they will process and/or view their footage and back up their content or data daily.

The Studio shall not be responsible to the Licensee for any claims by the Licensee for alleged loss of profits, damages, delays, expenses or any claim whatsoever to have arisen out of Licensee's use of "Facility and/or Equipment". In the event "Facility and/or Equipment" are not functioning and/or damaged the Licensee shall notify the Studio immediately in writing of any malfunction and/or alleged damage of any "Facility and/or Equipment". The Studio shall have the option of substituting other like "Facility and/or Equipment" in exchange for the returned/vacated "Facility and/or Equipment" or cancelling this agreement. The rental charges for all "Facilities and/or Equipment" so returned to the Studio shall be abated from the time of acceptance and return. Likewise, rental charges shall accrue and be owed for any replacement "Facilities and/or Equipment".

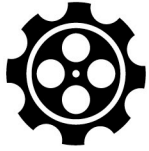
6. Use By Duly Qualified Technicians: The Licensee shall only allow the "Facility and Equipment" to be used by duly qualified and/or licensed technicians and only in strict accordance with its intended use. The Licensee shall keep the "Facility and Equipment" in their sole custody and shall not permit the "Facility and Equipment" to be used in violation of any laws.
7. Risk of Loss: The Licensee assumes all risk of loss whether or not covered by the Licensee's insurance coverage to both the "Facility and Equipment". The Licensee is deemed to have taken actual possession of the "Facility and Equipment" at the inception of this license agreement. The Licensee's responsibility and liability shall include, but not be limited to, risks while in transit, at all locations named and unnamed, and at all stages, warehouses and offices on the Studio premises. The Licensee is responsible for picking up and returning the "Equipment" to/from the Studio during normal business hours. If the Licensee does not pick up and/or return the "Equipment" at the Studio, the Licensee is responsible for the cost of transportation and the risk of loss for "Equipment" in transit.

The Licensee is responsible for all property including but not limited to camera(s), props, sets, & wardrobe stored and/or transported by the Studio for the Licensee's ultimate use. The Studio shall be acting as the agent of the Licensee in storing and/or transporting property which belongs to third part(ies). All risk of loss to third party property which is transported or stored by the Studio for the benefit of the Licensee shall be the responsibility of the Licensee.

8. Insurance: The Licensee must insure the "Facility and Equipment" and/or Vehicle(s). The Licensee shall at their expense, and at all times during the rental, maintain in full force and effect insurance covering the "Facility and Equipment" and/or Vehicle(s) rented, from all sources, for the full replacement cost without deduction for depreciation, except Vehicle(s) which are valued at actual cash value, and for actual verifiable loss of use (rental charges) during the period of time the "Facility and Equipment" is being repaired and/or replaced. Licensee shall deliver to the Studio evidence of Licensee's insurance coverage prior to the Licensee taking actual possession of the "Facility and Equipment" and/or Vehicle(s). The Licensee will forward a Certificate of Insurance evidencing Licensee's commercial general liability, automobile liability and physical damage, property, third party property damage, extra expense, props, sets and wardrobe, media perils (faulty stock, camera and processing) , production media (negative film & Videotape) and worker's compensation insurance and employer's liability with a reputable insurance carrier acceptable to the Studio that complies with coverage requirements as enumerated within this rental agreement.

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a. **Property Insurance.** The Licensee's insurance should be on a worldwide; replacement cost basis without deduction for depreciation, shall name the Studio as Loss Payee for loss or damage to the property rented and damage to the facility; shall cover "All Risk" of loss or damage to Equipment; Vehicle physical damage coverage shall include the perils "Comprehensive" and "Collision"; and all policies shall provide for 30 days written notice to the Studio before any policy shall be modified or cancelled. In determining whether the Equipment shall be repaired or replaced, the Studio's judgment shall be conclusive upon both parties. The policy limit shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$2,000,000. Third Party Property Damage shall be in an amount not less than \$2,000,000 and the Extra Expense, Production Media and Media Perils limits shall be not less than full production budget. The Studio will not accept insurance covering the "Equipment" that contains an unattended vehicle theft exclusion or Extra Expense, Miscellaneous Equipment, Props, Sets and Wardrobe, or Production Media coverage that contains a windstorm exclusion.

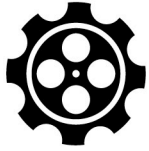
b. **Liability Insurance.** The Licensee shall name _____ Its successors and or assign's' as an additional insured on their liability insurance. The Licensee's liability insurance shall meet the following minimum limits: Commercial General Liability \$5,000,000 per occurrence and annual aggregate; Automobile Liability (including owned, non-owned and hired automobiles) \$1,000,000 combined single limit; Employer's Liability \$1,000,000; Foreign Liability, if filming outside of the United States and Canada, \$1,000,000 per occurrence; Aircraft Liability, if filming from any aircraft, \$5,000,000; Watercraft Liability, if filming from any watercraft, \$5,000,000 (Note rented Vehicle(s) will only be driven be licensed driver(s) employed by the Licensee).

The Licensee's property, props, sets and wardrobe, miscellaneous equipment, production media, extra expense, automobile liability and physical damage and commercial general liability coverage are the primary coverage for the "Facility and Equipment" and/or Vehicle(s) and said coverage must be issued on a non-contributory basis. Licensee will obtain a waiver of subrogation endorsement in favor of the Studio on all Licensee's policies and will secure a similar waiver of subrogation endorsement from Licensee's payroll service if one is used. Furthermore, the Licensee's insurance carrier agrees that the rights of the Studio under the Licensee's insurance policy shall not be affected by any act, neglect or breach of condition by the Licensee's, other than non-payment of premium. The Licensee shall remain primarily liable to the Studio for full performance under the terms and conditions of this rental contract in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Licensee's insurance, as required by this contract, shall allow the Studio to immediately and automatically terminate this license agreement, at their option.

9. Studio's Superior Title: The Licensee specifically acknowledges the Studio's superior title and ownership of the "Facility and Equipment" and must keep the "Facility and Equipment" free of all liens, levies and encumbrances. The Licensee may not assign or pledge the "Facility or Equipment".
10. Rules Governing the Use Of The Premises:

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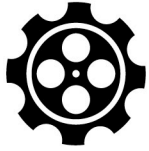


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- a. Fire extinguishers, fire hoses and water dispensers are provided on all stages. Licensee is not permitted to light fires, use firearms or explosives on and “Facility” property without the prior written authorization of an executive office of the Studio. Permission to use fire, firearms and/or explosives may be withheld at the discretion of the Studio. Should the Studio grant the Licensee permission to use fire, firearms or explosives on the “Facility” the Licensee shall first: (i) obtain the permission of all government agencies governing the use of fire, firearms or explosives, (ii) have a local fire marshal on set during practice and filming, (iii) submit a copy of all licenses to carry and use firearms and explosives to the Studio, (iv) increase the third party property damage limit to the full replacement cost of the stage where the use of fire and explosives will occur, (v) increase the liability limit from \$5,000,000 to \$10,000,000. The use of fire, firearms and/or explosives by the Licensee without complying with this section of the license agreement can be reason for the immediate revocation of this license.
- b. The Studio will be the exclusive supplier of all lighting, grip and expendables on the “Facility”.
- c. Licensee will agree to comply, and will cause its agents, employees, contractors, sub-contractors, guest and invitees to comply with all reasonable rules and procedures established by the Studio for studio-wide operations and made known to Licensee. Studio shall not be responsible to Licensee for the non-performance of any said rules, regulations or procedures by any other licensee, tenant, occupant, but the Studio will use its best efforts to see that its rules, regulations and procedures are complied with by all other licensee.
- d. Licensee acknowledges that its right to use the licensed premises and the “Facility” is non-exclusive. Licensee will use the licensed “Facility and Equipment” for the purpose specified herein, unless Studio shall give the Licensee prior written consent for a different use. Licensee will conduct itself, and cause its agents, employees, contractors, sub-contractors, guest and invitees to conduct themselves, with full regard to the rights, convenience and welfare of all other tenants and licensees of the Studio. Licensee shall fully cooperate with any other companies and/or individuals working on or in the vicinity of the licensed “Facility”, and shall observe and accommodate their signals, whistles and shooting schedules.
- e. Parking is permitted in assigned spaces only and at the sole risk of the owner(s). Vehicle(s) improperly parked on the “Facility” may be cited and/or towed away at the owner(s) expense. If time permits the Studio will first make a reasonable attempt to have the vehicle(s) moved by the vehicle(s) owner(s) and/or someone to whom they have given permission to move the vehicle(s).
- f. Animals shall only be allowed on the “Facility” for the sole purpose of use in the production and it shall be the Licensee’s sole responsibility to supervise the animal at all times. Animals that pose a threat must be enclosed in cages except for the period of time that they are on set.
- g. All deliveries to the Studio must be authorized by the Licensee and the Studio notified in advance of the delivery. The Licensee shall provide the Studio with a list of their personnel authorized to notify the guard desk about deliveries. If a delivery has not been preauthorized by the Licensee a Studio representative will accompany the delivery and the Licensee will be billed \$50 for each and every such delivery.

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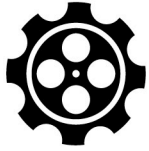


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- h. The security of the "Facility" requires that Studio guards be permitted to reasonably search vehicle(s) that both enter and leave the "Facility". Licensee hereby consents, on behalf of itself, its agents, employees, contractors, sub-contractors, guest and invitees to a reasonable of their vehicle(s), and agrees to open any and all compartments to said vehicle(s) if reasonably requested to do so by the Studio's guards. Licensee shall notify all of its agents, employees, contractors, sub-contractors, guest and invitees of this right of inspection. I WOULD HAVE A LARGE SIGN AT THE ENTRANCE NOTIFYING ALL VEHICLE(S) THAT ENTER THE PREMISES ARE SUBJECT TO INSPECTION.
- i. Every person must have a Studio authorized identification card or guest pass visible at all times. Licensee shall instruct its agents, employees, contractors, sub-contractors, guest and invitees or this requirement. Studio at its sole discretion may revoke an authorized identification card, guest pass or refuse to allow any person entrance to the "Facility".
- j. Should the Licensee have the need for special security measures the Studio will use their best efforts to accommodate such a request and will bill the Licensee for the cost of the additional security.
- k. Licensee agrees to comply with all safety regulations set forth by OSHA, EPA, the State Division of Industrial Safety, the General Industry Safety Orders and any safety guidelines that may be issued by the Motion Picture Safety Committee.
- l. Licensee shall not make any alteration to the licensed premises without Studio's prior written approval. Non-structural alteration requests by the Licensee shall not be unreasonably withheld and include but are not limited to: building sets, soundproofing, laying Masonite, putting in a grid, joists, or supports. Structural alteration requests by the Licensee require the prior written approval of an executive officer of the Studio and may be denied at the sole discretion of the Studio.
- m. All repairs to the "Facility and Equipment" shall be performed by the Studio and billed to the Licensee.
- n. At the expiration of the license agreement and/or when the Licensee surrenders and vacates the "Facility" Licensee shall deliver the "Facility" broom clean and shall strike all sets, return all "Equipment", and remove all property and rubbish and restore the "Facility" to the same condition as at the inception of this license agreement. The Studio suggests a final walk through of the "Facility" both prior to the inception of this license agreement and when the Licensee vacates and surrenders the "Facility" in order to have proper documentation.
- o. The "Facility and Equipment" are provided to the Licensee at its sole risk. Studio assumes no liability for any person or any property belonging to the License its agents, employees, contractors, sub-contractors, guest and invitees, it being understood and agreed that Licensee is solely responsible for all such property of any kind brought on to the "Facility".
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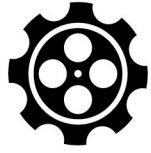


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11. The Licensee agrees to indemnify, defend and hold harmless the Studio and its directors, officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use or operation of the "Facility and Equipment" and by whomsoever operated except for claims arising from the sole negligence of the Studio and its directors, officers, employees, agents. This indemnification shall survive the term of this license agreement.
12. This agreement shall be governed by the laws of the State of Georgia. This license agreement shall be deemed to have been made in the County of Chatham and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State of Georgia. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.
13. The Licensee agrees that they have read and fully understand and accept all provisions of this license agreement prior to executing this agreement. The signed license Agreement constitutes the entire agreement between the Studio and the Licensee. Any changes must be made in writing and signed by both parties. When the customer is a corporation, the person executing the license agreement warrants that he/she has full authority of such corporation to sign the license agreement and obligate the corporation. The Licensee acknowledges that a photocopy or electronic version of this document shall constitute the same consent as an original.
14. The Licensee authorizes the Studio to clear the "Facility and Equipment" of any and all images, content, data or property immediately upon the termination of this license agreement. It shall be the sole responsibility and obligation of the Licensee to arrange for the safeguarding and storage of Licensee's images, content, data or property prior to the termination of this license agreement. The Licensee will hold the Studio harmless for any violation and/or use of intellectual property rights, including but not limited to breach of confidentiality, arising from the Licensee's images, content, or data being left on the "Facility or Equipment" and/or property that is left at the facility after the termination of the license agreement.
15. Insolvency, Bankruptcy or Receivership: In the event that the Licensee fails to make payment when due or enters into a state of insolvency, bankruptcy or receivership, or allows the insurance required under provision #8 above to cancel, this license agreement will be in default. The Studio may terminate this license agreement and immediately repossess the "Equipment" and demand that Licensee vacate the facility premises without any prior notice to the Licensee, the receiver, bankruptcy trustee, assignee for the benefit of the creditors, or levying officer. The Studio is granted permission to enter the premises where the "EQUIPMENT" is located when a bankruptcy or default occurs for the purpose of repossessing the "EQUIPMENT" without liability of trespass or any damage that might occur as a result of such entry.

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16. The Studio shall mean name of the Studio. and/or any of its subsidiaries. Equipment shall mean "all Equipment" and/or Vehicle(s). The terms "Facility" shall mean all offices, stages, workshops, warehouses and premises of the Studio. The Licensee shall mean the name of the Licensee listed in the license agreement.

All of the above is agreed and understood by

Title: _____

Date: _____

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