



LOCATION AGREEMENT

THIS LOCATION AGREEMENT (the "Agreement") is made this ____ day of _____, 20__ by and between Fremont Street Experience Limited Liability Company, a ("Producer") (the foregoing parties are collectively the "Parties" and each is a "Party").

RECITALS:

A. Fremont is the manager of the Fremont Street Experience Pedestrian Mall in downtown Las Vegas, Nevada, described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises");

B. Producer desires a license to use the Premises (or a portion thereof) described in Exhibit "B" attached hereto and incorporated herein by reference in connection with the filming/photography of _____ (the "Production");

C. Fremont desires to grant Producer such a license on the terms and conditions hereinafter set forth; and

D. The Fremont Street Experience Pedestrian Mall and any activity that takes place in and on the Pedestrian Mall (including, without limitation, the Production) is subject to (i) City of Las Vegas Code Chapter 11.68, (ii) Nevada Revised Statutes Sections 268.810 to 268.823, inclusive (subsections (i) and (ii) together are the "Act"), (iii) the Amended and Restated Management Agreement, Fremont Street Experience Project dated September 27, 1995, as amended by that First Amendment to Amended and Restated Management Agreement Fremont Street Experience dated as of January 12, 1998 ("Management Agreement"), (iv) the Amended and Restated Fremont Street Experience Project Development Agreement dated September 27, 1995, as amended by the Supplemental Fremont Street Experience Development Agreement dated January 12, 1998, and as amended by the Second Supplemental Fremont Street Experience Development Agreement dated August 1, 2001, and (v) any other agreements, contracts, ordinances, documents or understandings referenced in the Act, the Management Agreement or the Development Agreement (the Management Agreement and the Development Agreement together with the said referenced agreements, contracts, ordinances, documents or understandings, as any may be amended or modified from time to time, hereinafter referred to as "Incorporated Agreements").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. License Grant & Limitations

A. **License Grant.** Fremont hereby grants to Producer a license (the “License”) to, in connection with the filming and/or photography of the Production: (a) bring onto and remove from the Premises personnel, materials, vehicles and equipment; (b) erect sets and place props on and remove the same from the Premises; (c) photograph, film and record upon the Premises, including the recording of light show graphics other than those identified in Section I(D) of this Agreement, (this subclause (c) shall be referred to herein as the “Works License”), and otherwise use the Premises, at the times and on the dates set forth in Exhibit “B” to the extent necessary to conduct the activities corresponding to such locations, times and dates described in Exhibit “B”. The Producer agrees that Fremont may use all footage immediately upon receipt unless otherwise agreed to by Producer and Fremont.

B. **General Limitations on Grant.** Producer further acknowledges and agrees that Fremont only provides a grant of rights herein to the property that is solely owned by Fremont and to which Fremont has the right to license. Producer acknowledges and agrees that Producer may be required to obtain rights from third parties to copy, reproduce, record, photograph, alter, publicly display, distribute, or otherwise use any image, persona, recording, likeness, sound, trade symbol, or other creative work which is not owned by or licensable by Fremont.

C. **No License To Audio.** Producer acknowledges and agrees that Fremont does not own any copyrights in the music and recorded sounds (the “Fremont Audio”) that may be audible at the Premises, and, therefore, Fremont does not grant any license for Producer to record, copy, disseminate or otherwise use any music or recorded sounds that may be audible at the Premises. Any right to use the Fremont Audio must be obtained independently by Producer from the appropriate owner or licensor of such rights, a list of which Fremont can provide to Producer upon Producer’s request.

D. **Limitations With Regard to Certain Light Shows.** Producer acknowledges and agrees that Producer may not photograph, film, and record the visual images that are any explicit part of Fremont Street Experience light shows. Any right to use the images of the Las Vegas Legends and Classic Rock light shows must be obtained independently by Producer from the appropriate owner or licensor of such rights. Producer acknowledges and agrees that Fremont may, by written correspondence, identify additional light shows that contain content that Fremont cannot sublicense to Producer, and Producer agrees that for such shows, rights must be obtained independently by Producer from the appropriate owner or licensor of such rights.

E. **License Term.** The License (except for the Works License) shall terminate upon the earlier of (i) the completion of the removal and restoration requirements set forth in Section III E hereof, and (ii) the end of the latest time period on the latest date set forth in Exhibit “B”, provided, however, that Fremont may terminate this Agreement at any time by giving Producer twenty-four hours (24) hours prior notice of such termination. Termination can only occur within 24 hours of the state of the production schedule under the following conditions: (i) FORCE MAJEURE, which will be defined to include, without limitations, Act of God, strike, labor disputes, war, fire, earthquake, acts of public enemies, and of terrorism, epidemic, action of federal, state or local governmental authorities, *power failure* or an event or reason beyond the reasonable control of either party, (ii) Failure to comply with any other pre-production requirements defined in this Agreement (i.e. failure to pay License Fees prior to production start). The termination of the License shall not release Producer from any obligation arising out of or by reason of Producer’s use of the Premises or accruing hereunder prior to such termination.

II. License Fees and Costs

A. **License Fees.** Producer shall pay to Fremont for the License a fee (as determined in Exhibit "C") of _____ Dollars (\$_____) per day (the "License Fee") for Producer's use of Premises. Producer shall pay the License Fee to Fremont in the form of cash, a cashier's check or money order, or corporate check in advance of Producer's first entry onto the Premises. **PLEASE NOTE:** For corporate checks to be accepted Fremont must receive it at least seven (7) business days prior to productions first entry onto the Premises.

B. **Costs.** In addition to the License Fee, Producer shall be responsible for all costs and expenses incurred by Fremont as a direct result of Producer's use of the Premises. An estimate of such costs are shown in Exhibit "C". In the event of a short notice cancellation (less than 24 hours) some fees may already have been incurred and will be the responsibility of the Producer.

III. Producer Obligations and Duties

A. **Comply With Laws & Regulations.** Producer shall comply with all governmental rules, regulations, ordinances, statutes and laws, and all covenants, conditions and restrictions, pertaining to the Premises or Producer's use thereof, including, but not limited to, regulations regarding fire, sanitation, and safety. Producer, at its sole cost and expense, shall procure all permits, approvals, consents, licenses and authorizations required by law in connection with Producer's use of the Premises. Producer shall pay on or before the due date thereof all taxes, fees, charges and assessments of whatever kind or nature, and penalties and interest thereon, if any, levied in connection with Producer's use of the Premises.

B. **Indemnify Fremont.** Producer shall indemnify, defend and hold harmless Fremont, its affiliates, and its and their members, officers, employees and agents, and their successors and assigns, against any and all claims, demands, causes of action, judgments, liabilities, losses, damages, costs, expenses (including attorneys' fees), liens, charges and encumbrances of any kind whatsoever in connection with, arising out of or by reason of any act, omission or negligence of Producer, its officers, directors, partners, members, affiliates, employees, agents, contractors, licensees, customers or business invitees while in, upon, about or in any way connected with the Premises, or arising from any accident, injury or damage in connection with Producer's use of the Premises, howsoever and by whomsoever caused, to any person or property, including, but not limited to, any property of Producer.

C. **Maintain Liability Insurance.** Producer shall, at its sole cost and expense, procure and maintain in full force and effect comprehensive general liability insurance insuring against loss, damage and liability for injury or death to persons, and loss of or damage to property, occurring in connection with Producer's use of the Premises. Such insurance shall (i) be in an amount not less than One Million Dollars (\$1,000,000) for injury or death of one person, One Million Dollars (\$1,000,000) for injury or death of more than one person, and One Million Dollars (\$1,000,000) for loss of or damage to property, per accident or occurrence, (ii) name as insured Fremont, the City of Las Vegas, Producer, and any other persons or entities requested by Fremont, and (iii) be in a form and with an insurance company satisfactory to Fremont. Before entering upon or using the Premises, Producer shall deliver to Fremont copies of the policies of insurance required hereunder or certificates evidencing the existence and amounts of such insurance. These are base levels of required insurance, higher levels may be required based on risk. Nothing in this Section III C shall limit the liability or indemnification obligations of Producer hereunder.

**Certificate shall read: Fremont Street Experience, LLC; Filming & Photography Department
Address: 425 Fremont Street, Las Vegas, NV 89101. Fax a copy of the certificate to Alicia
Osborn (702) 678-5611.**

D. **Accept Premises As Is.** Producer shall, by entering upon and using the Premises, be deemed to have accepted the Premises in its then condition, and Producer hereby releases Fremont, its members, affiliates, employees and agents from any liability or loss caused by any latent or patent defect therein.

E. **Minimize Interference.** Producer agrees to use its best efforts to minimize interference with the rights of Fremont and its patrons and customers, and to prevent damage to the Premises. Producer shall remove all materials, vehicles, equipment and structures placed on the Premises by Producer, and restore the Premises to the condition it was in immediately prior to Producer's entrance onto the Premises, prior to the end of each time period set forth on Exhibit "B".

IV. Promotional Footage

Footage License. Producer shall provide Fremont excerpts of any footage, photographs or print work related to, arising from, or in connection with the License or the Works License which include the Premises (collectively "Footage"). Producer hereby grants a royalty free perpetual license to Fremont, and Fremont's agents, to duplicate, modify, publicly display, distribute and otherwise use all Footage or print work in Fremont's promotional materials. Any excerpts provided to Fremont shall be taken from the completed production and shall include the opening title segment of the Production, the photograph or the cover page of print work, and any and all other shots or pieces including the Premises which are a part of the final product. All such Footage shall be provided to Fremont no later than thirty (30) days after the final production airs, or 180 days after completion of production on the Fremont Street Experience, whichever is first and shall be provided to Fremont in a DVD format.

V. Miscellaneous

A. **Notices.** Any and all notices and demands by any Party to any other Party required or desired to be given hereunder shall be in writing and shall be validly given or made only if: (a) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested; (b) made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries; or (c) sent by telecopy. Service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner. Any notice or demand to Fremont shall be addressed to Fremont at 425 Fremont Street, Las Vegas, Nevada 89101, Fax No.: (702) 678-5611. Any notice or demand to Producer shall be addressed _____

_____ Telecopy No.: (_____) _____. Any Party may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other Party, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other Party.

B. **Assignment.** Producer shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Agreement or any interest herein (including, but not limited to, the License), nor shall Producer sublicense the License. This Agreement shall inure to the benefit of Fremont and its successors and assigns.

C. **Amendment.** This Agreement (and, if applicable, any addenda attached to this Agreement) contains the entire agreement between the Parties and cannot be modified, amended, changed or terminated, except by a written instrument executed by both Fremont and Producer.

D. **Attorneys' Fees.** In the event any action is commenced by any Party against any other Party in connection with this Agreement, including any bankruptcy proceeding, the prevailing Party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

E. **Gender Neutrality.** As used herein, personal pronouns shall be construed as though of the gender and number required by the context, and the singular shall include the plural and the plural the singular as may be required by the context.

F. **Interpretation & Jurisdiction.** Section headings and Subsection labels are used for convenience and referential notation only and shall have no interpretative effect or impact whatsoever. The laws of the State of Nevada, without regard to its conflicts of laws principles, shall govern the validity, construction, performance and effect of this Agreement. Producer also hereby submits to the exclusive jurisdiction of the courts of the State of Nevada, County of Clark, and of the courts of the United States of America located in the State of Nevada, County of Clark, for any actions, suits, or proceedings arising out of or relating to this Agreement and the subject matter hereof, and further agrees that service of any process, summons, notice or document by U.S. certified mail to Producer's address set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against Producer in any such court.

G. **Partial Invalidity.** If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

H. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery by any Party of telecopied, counterpart signature pages shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering this Agreement by telecopy shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

I. **Representation by Counsel – Mutual Negotiation.** Producer acknowledges and agrees that each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. Producer acknowledges and agrees that this Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party. Producer acknowledges and agrees that the parties hereto and their respective counsel have reviewed this Agreement, and the normal rule of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party are not to be employed in the interpretation of this Agreement.

J. **Integration.** If any term or condition of this Agreement conflicts with the Incorporated Agreements, the provisions of the Incorporated Agreements shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. This portion of the Agreement must be present on filming date.

Fremont: Fremont Street Experience Limited Liability Company
a Nevada limited liability company

By: _____
Thomas Bruny
Director of Marketing

Producer: _____

By: _____

Its: _____

FSE contact:
Leslie Church 702-678-5733

EXHIBIT “A”

The Fremont Street Experience Pedestrian Mall is defined in City of Las Vegas Code Section 11.68.040 and further set forth in the legal description attached as Exhibit “A” to City of Las Vegas Ordinance Number 5046.

