

EP # 10022

SET NAME: **BENNY'S CABIN**

OPEN 4 BUSINESS, LLC

"Chicago Fire"

2620 W 15th Street | Suite 202 | Chicago, IL 60608

LOCATION CONTRACT

WEATON PARK DISTRICT ("Owner") is the owner of the property that is the subject of this contract (the "Property"). Owner hereby gives permission to **Open 4 Business, LLC** and its employees, agents, contractors, representatives and suppliers ("Producer") to enter upon and use the Property located at: **1300 N WEST WEATON, IL 60187** on **4/29/22**, (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the program currently entitled "**Chicago Fire**" (the "Program"), and in and in connection with any advertising, promotion, publicity, or other material relating to the Program. Producer may use the Property until all scenes requiring the Property have been completed. Without in any way limiting the foregoing, Owner grants Producer the right, without limitation, to recreate at any time the look and feel of the Property, including all buildings, landscaping, fixtures, furnishings, artwork and other features thereon, in connection with any episode or other material (including without limitation advertising, promotion and publicity) relating to the Program.

In full consideration for all the rights granted to Producer under this contract, Owner will be paid **\$ 5,000.00**.

START PREPPING 4/28/22

FILMING 4/29/22

WRAPPING 5/2/22

NOT WORKING OVER THE WEEKEND

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the "Owner's Marks") in the photographs, film and recordings. Owner represents and warrants that Owner has complied and will continue to comply with, and the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes, statutes, ordinances, directives, guidelines, and orders and that the Property is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands arising out of or based upon personal injury (excluding illness or infection) or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property. In the event that Owner or Owner's personnel enter the Property during Producer's use, Owner shall comply with, and cause its personnel to comply with, any and all health and safety guidelines, requirements, procedures and protocols that Producer provides to Owner, which can be found at the following link: <https://safework.nbcuni.com/> and are hereby incorporated by reference. These guidelines may be updated from time to time. Owner further represents and warrants that Owner will only provide personnel who are willing to: (i) submit to regular testing by Producer's testing provider and (ii) authorize the sharing of the test results by testing provider to Producer, for use and disclosure in accordance with Producer's privacy policy. Owner personnel will need to sign an Authorization Form, which will be provided to them at the time of testing.

If Owner claims that Producer is responsible for any such damage, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all

property damage for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right, but not the obligation to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner's Marks, 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 Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings as set forth in this contract. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive relief.

Owner represents and warrants that Owner has the right to enter into this contract and to grant Producer all rights provided by this contract. In the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract and to grant Producer all rights provided hereunder.

This contract shall be construed in accordance with the internal, substantive laws of the State of ~~New York~~ ^{Illinois}.

Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to any person or entity, specifically excluding the right to enter upon and use the Property, which shall not be licensed, assigned, or transferred by Producer.

Producer shall have the right to cancel this contract (in whole or in part) at any time and for any reason in Producer's sole discretion (with or without cause) upon providing written notice to Owner. If Producer cancels this contract without cause, it will pay Owner a pro-rata portion of any consideration payable prior to the cancellation. Upon Producer's cancellation of this contract, neither Producer nor Owner shall otherwise have any obligations whatsoever under this contract and Owner shall immediately refund to Producer any and all sums previously paid by Producer pursuant to this contract. All provisions of this contract regarding footage rights and warranties shall survive any cancellation of this contract.

This is the entire contract. This contract may not be amended except by a writing executed by authorized representatives of both parties. If any provisions of this contract are held to be void or unenforceable, all other provisions of this contract shall continue in full force and effect. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

ACCEPTED AND AGREED:

PRODUCER:

By:



Print Name: **Mono Wilborn / John Quilico**

Title: **Location Manager**

Date: **04/28/2022**

OWNER:

By (sign):



Print Name:

Rob Sperr

Title:

Director Parks + Planning

Date:

4/28/22

Phone:

630 464-0161

Email:

rsperr@wheatonparks.org