

Location Release

This location release is between LOVELY LITTLE LADIES CORPORATION AND ALL OF IT'S AFFILIATES ALSO KNOWN AS BUT NOT LIMITED TO, DBA LOVELY LITTLE LADIES SALON SPA & CELEBRATIONS, LOVELY LITTLE LADIES SPA ON THE GO, DBA, LOVELY LITTLE LADIES BEAUTY BASICS, a(n) California Corporation (the "**Producer**"), and CLIENT, CUSTOMER: _____, an individual (the "**Owner**").

1. PERMISSION; RESPONSIBILITIES.

(a) **Permission.** The Owner grants permission to the Producer to enter and use the premises located at address: _____, City: _____, California, 000000 (the "**Location**") on 08/29/2020 (the "**Start Date**") for the purpose of photographing, filming, and recording (collectively, "**Filming**") Lovely Little Ladies (the "**Location Use**"). The Owner may not bring a claim, including a claim based on invasion of privacy or publicity, or defamation, against the Producer in connection with the Producer's entry and use of the Location and exercise of other rights granted by this release.

(b) **Responsibilities of the Producer.** The Producer shall:

- (i) except for normal wear and tear or if a Force Majeure Event (as defined in section 7 below) occurs, leave the Location in the same condition it was before the Producer's use;
- (ii) use reasonable care to prevent damage to the Location;
- (iii) comply with the reasonable security and safety requests or policies of the Owner;
- (iv) comply with applicable laws, codes, and ordinances, including fire and noise ordinances; and
- (v) obtain any necessary releases, permits, clearances, licenses, or similar permissions from any third party who would otherwise be entitled to assert a claim in connection with the Filming.

(c) **Responsibilities of the Owner.** The Owner shall:

(i) provide all assistance and cooperation to the Producer in order to enable the Location Use.

2. LOCATION USE.

The Producer may use the inside and outside of the Location for the Location Use.

In connection with the Location Use, the Producer may:

- (a) bring to and use at the Location equipment, personal property, props, facilities, temporary sets, and other necessary materials, but the Producer must remove all of these materials when its use of the Location is complete;
- (b) bring any necessary personnel, including security personnel, to the Location;
- (c) move or rearrange furniture or decorative items, if the Producer returns those items to their original locations on completion of the Location Use;
- (d) use the Location exclusively; and
- (e) with the prior consent of the Owner, use the Owner's name or sign in the Footage, as defined in section 4(a)(i) below, or in any advertising, publicity, or promotional materials.

3. COMPENSATION; EXPENSES.

(a) **Location Fee.** In exchange for the Location Use, the Producer shall pay the Owner \$0.00 (the "**Location Fee**") on the Start Date.

(b) **Additional Filming.** With the prior consent of the Owner, the Producer may reenter the Location to shoot additional scenes or retakes at a rate of \$0.00 per day.

(c) **Reimbursement.** The Producer shall reimburse the Owner for the following costs resulting from the Location Use:

n/a. The Owner shall invoice the Producer for these costs and include all receipts no later than 0 days after those costs are determined. The Producer shall pay each cost invoice no later than 0 days after its receipt.

4. PARTIES' RIGHTS.

(a) **Producer's Rights.**

(i) **Right to Footage.** All interest in the Filming at or of the Location (the "**Footage**") in connection with this release is the sole property of the Producer, and the Owner will have no ownership or other rights (including inspection or approval rights) in the Footage.

(ii) **Right to Use Footage.** The Producer may use and exhibit the Footage in all media, now known or unknown, in perpetuity, throughout the world.

(iii) **Right to Reschedule.** If there are adverse weather conditions or other Filming constraints, the Producer may reschedule the Start Date to another date acceptable to both parties, for the same compensation and on the same terms provided in this release.

(b) **Owner's Rights.**

(i) **Right to Remove.** The Owner may remove the Producer from the Location immediately if the Producer fails to comply with any reasonable security or safety requests made by the Owner or the Owner's policies, or if the Owner otherwise determines in good faith that the Producer is acting improperly.

5. OWNER'S REPRESENTATIONS.

The Owner hereby represents that it is the sole owner of the Location and has authority to permit the Location Use, and that no third-party permissions are required.

6. INDEMNIFICATION; INSURANCE.

(a) **Of Owner by Producer.** The Producer shall indemnify the Owner from all damages, liabilities, costs, expenses, claims, and judgments, including reasonable attorneys' fees and disbursements (collectively, the "**Claims**"), that it may incur and that arise from: (i) the Producer's negligence or willful misconduct arising from the Filming, including any bodily injury, personal injury, death, or property damage that result primarily from any act or omission of the Producer in connection with the Location Use; or (ii) the Producer's breach of any of its obligations under this release.

(b) **Of Producer by Owner.** The Owner shall indemnify the Producer from all Claims that it may incur and that arise from the Owner's breach of any of its obligations or representations under this release. However, the Owner is not obligated to indemnify the Producer if any of these Claims result from the Producer's own actions or inactions.

(c) **Insurance.** The Producer shall obtain, and at all times during use of the Location maintain, a commercial liability insurance policy for bodily injury, public liability, personal injury, and property damage with a minimum single limit of \$0.00 per occurrence to cover the Location Use and any liabilities that may occur in connection with it. The Producer shall add the Owner as an additional insured on that policy.

7. FORCE MAJEURE.

A party will not be considered in breach or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this release by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

(a) notify the other party of the Force Majeure Event and its impact on performance under this release; and

(b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this release.

8. GOVERNING LAW.

(a) **Choice of Law.** The laws of the state of California govern this release (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in n/a County, California.

9. AMENDMENTS.

No amendment to this release will be effective unless it is in writing and signed by a party or its authorized representative.

10. ASSIGNMENT AND DELEGATION.

(a) **No Assignment.** Neither party may assign any of its rights under this release, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) **No Delegation.** Neither party may delegate any performance under this release, except with the prior written consent of the other party.

(c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section, it is void.

11. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) **Counterparts.** The parties may execute this release in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) **Electronic Signatures.** This release, agreements ancillary to this release, and related documents entered into in connection with this release are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

12. SEVERABILITY.

If any one or more of the provisions contained in this release is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this release, but this release will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this release to be

unreasonable.

13. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this release shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this release: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section to a party at the following addresses:

By:
If to the Producer:

Lovely Little Ladies Corporation
5205 Avenida Encinas Suite A
Carlsbad, California, 92008
admin@lovelylittleladies.com



If to the Owner:

Client, Customer: _____

Street: _____

City: _____, California, 00000

Email: _____

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

14. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this release will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

15. ENTIRE AGREEMENT.

This release constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this release. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this release are expressly merged into and superseded by this release. The provisions of this release may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this release by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this release. Except as set forth expressly in this release, there are no conditions precedent to this release's effectiveness.

16. HEADINGS.

The descriptive headings of the sections and subsections of this release are for convenience only, and do not affect this release's construction or interpretation.

17. EFFECTIVENESS.

This release will become effective when all parties have signed it. The date this release is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this release.

18. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this release contemplates or to evidence or carry out

the intent and purposes of this release.

[SIGNATURE PAGE FOLLOWS]



Each party is signing this release on the date stated opposite that party's signature.

Lovely Little Ladies Corporation and all of it's affiliates also known as but not limited to, dba Lo

Date: _____ By: _____

Name: Lovely Little Ladies

Title: Authorized: _____

Date: _____ By: _____

Name: Client, Customer: _____