

## Tricia Thigpen

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**From:** Samantha Abell <sabell@gautier-ms.gov>  
**Sent:** Thursday, October 15, 2015 1:03 PM  
**To:** <tthigpen@gautier-ms.gov>  
**Subject:** Fwd: Agenda Item  
**Attachments:** location release.pdf; Untitled attachment 00113.htm

We will need to add this to consent. Please include josh's email.

Sent from my iPhone

Begin forwarded message:

**From:** Josh Danos <[jdanos@bordisdanos.com](mailto:jdanos@bordisdanos.com)>  
**Date:** October 15, 2015 at 12:11:09 PM CDT  
**To:** "sabell@gautier-ms.gov" <[sabell@gautier-ms.gov](mailto:sabell@gautier-ms.gov)>  
**Cc:** "[bayoumoondog@me.com](mailto:bayoumoondog@me.com)" <[bayoumoondog@me.com](mailto:bayoumoondog@me.com)>, Cindy Russell <[crussell@gautier-ms.gov](mailto:crussell@gautier-ms.gov)>  
**Subject:** Agenda Item

Samantha,

I have amended the attached contract for Council's consideration. Again, I don't think this is necessary, but the film company requires it. Based on their need, I have amended it to comply with state law. Please let me know if you need anything further.

I did not have an editable form...so you get to deal with my sloppy handwriting!

Joshua W. Danos  
Bordis & Danos, PLLC  
1215 Government St.  
Ocean Springs, MS 39564  
Telephone: (228) 215-1367  
Fax: (228) 215-1358  
[jdanos@bordisdanos.com](mailto:jdanos@bordisdanos.com)

LOCATION RELEASE

Property Owner: City of Gautier - and -

Producer: R.H. Doty  
Ancient Tracker Productions

Address: \_\_\_\_\_

Production: Escape From Hell LLC

Address: 1625 Hwy 90, Suite E  
Gautier, MS 39553

Phone: \_\_\_\_\_

Phone: (778) 761-0010

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: ancienttrackerdoty@gmail.com

Contact: \_\_\_\_\_

Contact: R.H. Doty

Your signature in the space provided below as owner or agent, will confirm the following agreement ("Agreement") between you, the Property Owner ("Owner") and <sup>Ancient Tracker Productions</sup> ~~Escape From Hell LLC~~ ("Company") regarding filming of your property (the "Premises") described below in connection with the production above-referenced (the "Production").

1. ~~Owner hereby grants to Company the right during the Term (as defined below) hereof to photograph and record at, the Premises (including, without limitation, the right to photograph and record both the real and personal property, all of the signs, displays, exteriors, and the like appearing therein, if any) for the period specified below.~~  
Owner hereby grants to Company the right during the Term (as defined below) hereof to photograph and record at, the Premises (including, without limitation, the right to photograph and record both the real and personal property, all of the signs, displays, exteriors, and the like appearing therein, if any) for the period specified below.

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2. As used herein, the term "Premises" refers to the premises located at:

3330 US HWY 90 39553, City Hall

3. The term hereof (the "Term") shall commence on or about \_\_\_\_\_ and shall continue until \_\_\_\_\_, unless modified by the parties. The Term shall be subject to modification due to changes in production schedules. Owner agrees to consult closely with Company's representatives to ensure scheduling is arranged which will allow for completion of the Production featuring the Premises. Owner acknowledges that Company is incurring significant expenses in reliance on Owner's cooperation and participation in connection with this Agreement ~~and that Owner may be held responsible for the actual and consequential damages incurred by employees of the Company.~~

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4. Owner represents and warrants that: (a) Owner has the right and authority to make and enter into this Agreement and to grant Company the rights set forth herein, without the obtaining of any consents or permissions from anyone; and (b) Owner shall take no action, nor allow or authorize any third party to take any action which might interfere with Company's authorized use of the Premises. Owner hereby waives all rights of privacy or other rights of a similar nature with respect to Company's use of the Premises. ~~Owner shall indemnify, defend, hold Company harmless and hold Company, its affiliates, and related entities, shareholders, directors, officers, and employees from and against any breach or claim of breach by Company in connection with this Agreement and litigation hereon.~~

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10/15/15

5. Company agrees to leave the Premises in the same condition as when received by Company.

6. Company agrees to indemnify and hold Owner harmless from damage to the Premises and property located thereon and for personal injury occurring on the Premises during the Term and from any liability and loss which Owner may incur by reason of any accidents, injuries, death or other damage to the Premises directly caused by Company's negligence in connection with its use of the Premises. In connection therewith Owner must submit to Company, ~~within three (3) days~~ after Company vacates the Premises, a detailed list of any property damage or personal injuries which Owner feels Company is responsible, failing which Owner will be deemed to have acknowledged that there is no property damage or personal injuries for which Company is responsible. Owner shall permit Company's representatives to inspect any damaged property and to verify any claims for damages by Owner.

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10/15/15

7. Nothing shall obligate Company to photograph, to use such photography, or to otherwise use the Premises. Company shall have the right to photograph, record and depict the Premises and/or any part or parts thereof, accurately or otherwise, as Company may choose, using and/or reproducing the actual name, signs, logos, trademarks and other identifying features thereof and/or without regard to the actual appearance or name of the Premises or any part or parts thereof, in connection with the Production and any other productions produced by Company.

8. Owner acknowledges that, as between Owner and Company, Company is the copyright owner of the photography and/or recordings of the Premises, and that Company, its successors and assigns have the irrevocable and perpetual right, throughout the universe, in any matter and in any media to use and exploit the films, photographs, and

recordings made of or on the Premises in such manner and to such extent as Company desires in its sole discretion without payment of additional compensation to Owner. Company and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, programs, products (including interactive and multimedia products), photographs, and recordings made on or of the Premises, and in the advertising and publicity thereof, in perpetuity throughout the universe.

9. Company may assign or transfer this Agreement or all or any part of its rights hereunder to any person, firm or corporation; Owner agrees that it shall not have the right to assign or transfer this Agreement.

10. This Agreement constitutes a binding agreement and is the entire agreement among Company and Owner and supersedes all prior negotiations and communications, whether written or oral; representations and warranties, whether written or oral; and documents and writings, whether signed or unsigned, with respect to the subject matter hereof.

**APPROVED AND ACCEPTED:**

Owner or Owner Representative

Signature \_\_\_\_\_ *Samantha Abell, city manager*

Print Name: \_\_\_\_\_ *Dated: \_\_\_\_\_*

Company or Company Representative

Signature *R.H. Doty*

Print Name: R.H. Doty

*As amended:* \_\_\_\_\_  
*Date* : \_\_\_\_\_