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MOVIE LEASE

This lease ("**Lease**") is made and entered into as of the ___ day of _____, ____ by and between _____, a Georgia non-profit corporation as hereinafter referred to as "Lessor" and _____ hereinafter referred to as "Lessee".

As owner of the land and improvements, including but not limited to _____, Lessor grants unto Lessee, its employees, representatives, and agents the right to utilize the _____, (hereinafter collectively referred to as "the Leased Premises"). The Leased Premises will be used for the sole and limited purpose of filming/videoing of a film/movie/video to be known as _____ (hereafter the "Picture"). The Leased Premises will be used for no other purposes other than as expressly permitted herein.

Accordingly, Lessor, as owner of the Leased Premises described herein, hereby grants to Lessee the right during the Term hereof to enter and to photograph and record within the interior of the Leased Premises and to bring personnel and equipment on the Leased Premises and to erect and maintain temporary motion picture sets and structures (to the extent required by Lessee) and remove same.

This Lease shall be for a term of _____ (the "Term"), for filming on the Leased Premises. Lessee shall not be permitted to film any land and/or buildings and/or interior of any buildings, including but not limited to the church, at _____, other than as expressly set forth herein.

The consideration for this Lease shall be the sum of _____ payable by Lessee in advance to Lessor to be delivered to _____, c/o _____ no later than _____ (the "**Base Rent**") Lessee shall be obligated to pay additional rent in the amount of _____ per hour for any utilization of the Leased Premises which Lessor may elect to allow beyond the term of this Lease provided, however, in no event shall Lessee have any right to occupy the Leased Premises beyond the Term hereof unless expressly agreed to in writing by Lessor. Such amounts, if not paid when due, as well as any other amounts due and payable by Lessee to Lessor hereunder, shall bear interest at the rate of twelve percent (12%) per annum commencing on the date any such amount is due and payable hereunder.

[At the time of payment to Lessor of the Base Rent required hereunder Lessee shall also pay Lessor the sum of \$_____ to be held as a "Security Deposit". The Security Deposit shall be held by Lessor in a non-segregated account, without liability for interest (unless required by law) as security for the performance of Lessee's obligations hereunder and Lessor may draw from said Security Deposit to cure any defaults by Lessee in the performance of its obligations hereunder. Lessor agrees to refund said Security

Deposit (or such portion thereof which is unused at such time) within 5 days after Lessee vacates the Leased Premises, provided Lessee has paid Lessor all amounts due hereunder and Lessee has finally repaired any and all damage to the Leased Premises occasioned by Lessee's use thereof and otherwise returned the Leased Premises to Lessor in the condition required thereunder.]

Lessee acknowledges and agrees that: (a) it is using the Leased Premises and other areas of the Premises at its sole risk, and (b) it has inspected the Leased Premises and has accepted the same "as is" with all faults and flaws. Lessor makes no representations or warranties with respect to the physical condition of the Leased Premises, or the fitness or suitability of the Leased Premises for Lessee's intended use. Lessee's use of the Leased Premises shall at all times be in strict compliance with all applicable federal, state and local laws, ordinances, and government regulations and Lessee, at Lessee's sole cost and expense, shall secure all permits and licenses required for such use. Lessee shall not permit or suffer any flammable, toxic or otherwise hazardous materials to be transported through, or used, located, or stored within, the Leased Premises (except for ordinary and customary cleaning materials and painting materials provided that usage of same is in compliance with all applicable laws). Lessee will use reasonable care to prevent damage to the Leased Premises and will be solely responsible for the costs of any needed repairs resulting from Lessee's use or occupancy of the Leased Premises.

Prior to the commencement date of this Lease, Lessor and Lessee agree to make a joint inspection of the condition of the Leased Premises and to document and initial the condition and defects, if any, of the Leased Premises. At the termination of the Lease Term, the parties agree to re-inspect the Leased Premises, and if any damages or defects over and above the initial documented condition are observed which occurred during the Term of this Lease, including but not limited to, those which have been caused by vandalism, negligence, or other misuse of the Leased Premises, then at Lessor's option, (i) Lessee shall make all needed repairs at Lessee's sole cost and expense or (ii) Lessor shall make the repairs thereto and Lessee agrees to promptly reimburse Lessor for the costs of said repairs. Lessee further agrees to return the Leased Premises broom clean and in the same condition as received at the beginning of the Lease Term, including but not limited to placement of furniture and/or movables in the same position prior to the beginning of the Lease Term, for use by Lessor following Lessee's use of the Leased Premises hereunder and/or to remove from Leased Premises any and all trash and/or garbage produced during the Term of this Lease by Lessee and/or its agents.

While Lessee is using the Leased Premises in connection with production of the Picture, Lessee shall promptly pay for all services and materials furnished by vendors contracted by Lessee, and in the event any such non-payment by Lessee results in any liens filed against Leased Premises, Lessee shall cause same to be removed within ten (10) days after the date Lessee is notified of such filing.

Lessee hereby agrees that in no event shall Lessor shall be liable for any accident or theft suffered by Lessee and/or its business and/or that of its crew, agents, and/or invitees and, further, that Lessor shall not be liable for any damage to the property of Lessee, Lessee's crew, Lessee's agents, Lessee's invitees or any party in privity with Lessee during the term of this lease, including but not limited to any accident or theft caused by the negligence or strict liability of Lessor or Lessor's employees or agents and/or from the physical condition of the Leased Premises, but excluding any damage caused by the gross negligence or willful misconduct of Lessor or Lessor's employees or agents.

This assumption of responsibility and liability by Lessee includes without limitation all liability assumable by Lessee under applicable law with respect to its use of the Leased Premises.

Specifically Acknowledged by Lessee: _____
(LESSEE TO SIGN HERE)

In further consideration of the foregoing, Lessee hereby agrees to indemnify, defend, and hold harmless _____, The Roman Catholic Church of the Archdiocese of Atlanta, and their members, officers, directors, pastor(s), employees, agents, self-insurers, insurers and/or self-insurance administrators from all demands, claims, lawsuits, actions and liabilities, including reasonable court costs and attorneys' fees, arising from any incidents, accidents or damages (including but not limited to property damage, personal injury, death and/or physical or mental pain and suffering) which may occur on or about the Leased Premises as a result of Lessee's use of the Leased Premises, including but not limited to any damage or personal injury occasioned by the negligence of Lessor or Lessor's employees or agents and/or from the physical condition of the Leased Premises provided, however, in no event shall Lessee be obligated to indemnify, defend or hold harmless Lessor or Lessor's employees or agents from any liability resulting from such parties' gross negligence or willful misconduct.

At all pertinent times during the term of this Lease, Lessee shall maintain Commercial General Liability Insurance (including but not limited to Personal Injury Liability, Independent Contractor's Liability, Contractual Liability, Product Liability, Completed Operations Liability, and Property Damage Liability) in amounts of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate with Lessor and such other parties as Lessor shall designate named as additional insured parties. Lessee shall also maintain, at all pertinent times during the term of this Lease, Automobile Liability Insurance in amounts of not less than \$1,000,000.00 per occurrence \$2,000,000.00 aggregate. Furthermore, Lessee shall be required to insure all of the equipment and other personal property which is brought into the Leased Premises by Lessee, its agents or contractors in an amount equal to the full replacement value thereof. Lessee shall in advance of the commencement date of this Lease, provide Lessor certificates of Insurance reflecting the aforementioned coverages evidencing such coverage and _____, The Roman Catholic Church of the Archdiocese of Atlanta, as additional insureds, not merely certificate holders. Any policy or policies of insurance carried by Lessee shall be endorsed as such. Any policy or policies of insurance carried by Lessee or its affiliates shall not contain nor require a waiver of subrogation in favor of Lessee. Any such policy or policies of insurance required by Lessee shall also be primary to any insurance or self-insurance of The Roman Catholic Church of the Archdiocese of Atlanta and/or any self-insurance program in which Lessor participates.

Further, at all pertinent times during the term of this Lease, Lessee shall maintain Workers' Compensation Insurance and Employers Liability Insurance in accordance with the statutes of the State of Georgia covering the requirements for all of Lessee's employees. Employers Liability Insurance must have a minimum limit of \$1,000,000.00 per occurrence. A certificate of insurance reflecting this coverage must also be provided to Lessor prior to the commencement of this Lease.

All insurance required of Lessee hereunder shall be carried with an insurance company having a "Best's" rating of at least A-/VIII and being authorized to do business in the State of Georgia and otherwise acceptable to Lessor in its reasonable discretion. All certificates of insurance shall be in such form and content as is reasonably acceptable to Lessor. Furthermore, Lessee releases Lessor and waives all right to recovery for injury, death, loss or damage to the property located within the Leased Premises for any reason other than Lessor's gross negligence or willful misconduct and Lessee's insurance policies shall include an endorsement waiving all rights of subrogation in favor of Lessor and its employees, agents and affiliates to the extent permitted under Georgia law.

In the event Lessor fails to provide Lessee certificate(s) evidencing all of the foregoing insurance coverages, from Lessee's insurer prior to the Commencement Date, Lessor shall have the right, but not the obligation, to immediately terminate this Lease.

Lessee shall not use the names of _____, The Roman Catholic Archdiocese of Atlanta, or any name variation thereof (either as its corporate name or any variations thereof) or any of their marks or logos in the Picture and/or in any advertisement material, brochure, mailers, internet sites or any similar item in any manner that implies and/or infers that the foregoing are affiliated with Lessee and/or its business and/or Picture and/or that implies and/or infers that the foregoing endorse and/or support the Picture. Lessee further agrees that it will not reference the Leased Premises as being owned by or affiliated with _____, The Roman Catholic Archdiocese of Atlanta in any manner in the Picture and/or in any related film, video or program and/or in any advertisement material, brochure, mailers, internet sites or any similar item in any manner for the Picture and/or affiliated with Lessee and/or its affiliated entities, including but not limited to any other business entities that may be the Manager and/or Member of Lessee and/or any parties Lessee is in privity with.

Unless otherwise agreed upon in writing by Lessor, Lessee expressly agrees to undertake efforts necessary to render the Leased Premises unrecognizable or generic in appearance and treatment in the Picture. Further, Lessee shall not film or display identifiable furniture, fixtures, or signage on the Leased Premises, including but not limited to signage that contains the names of _____, The Roman Catholic Archdiocese of Atlanta or any identifiable photographs, pictures or other art, any marks, logos, trade names, landmarks, or logo types related to any of the foregoing named entities.

Lessor acknowledges and agrees that all rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made in connection with use of the Leased Premises by Lessee shall be and remain the sole and exclusive property of Lessee. However, Lessee specifically and further agrees that, as a specific consideration for being allowed to film and/or video as set forth herein on the Leased Premises, it will only use any scene or scenes filmed in the Leased Premises in the Picture that is to be filmed and/or videoed at the Leased Premises and for no other purpose. Further, Lessee shall not sell, assign, or otherwise transfer any such film and/or video of scenes filmed within the Leased Premises to any third party for use in any other manner. Lessor hereby waives any right to any form of screen credit and expressly acknowledges that Lessee shall not be entitled to any form of screen credit.

Lessor shall keep confidential all matters relating to the Picture (including, without limitation, the script, the plot, or any elements thereof, any set design, props, effects, or activities of the cast and crew) and Lessee's business or production activities which are confidential in nature, and shall not furnish or authorize any dissemination of any such information or publicity of any form relating to the Picture or Lessee (or its operations personnel).

Lessee specifically and further agrees that, as a specific consideration for being allowed to film and/or video as set forth herein on the Leased Premises, [that the Picture will promote a positive moral message] and that the Picture will neither contain nor promote any scene, idea or message that is contrary to or disparaging of the teaching or practice of the Roman Catholic Church. Lessee acknowledges and agrees that Lessor's willingness to enter into this Lease is based in part upon Lessor's prior review of the draft script for the Picture and Lessor's determination that such script is not contrary to the values and teachings of The Roman Catholic Church. Accordingly, as material consideration for Lessor entering into this Lease, Lessee agrees that the script for the Picture may not be modified in any manner which might reasonably be expected be contrary to such values and teachings of The Catholic Roman Church without Lessee having first received Lessor's prior written consent to such changes, which consent may be given or withheld in Lessor's sole but reasonable discretion. In the event Lessor refuses to consent to a proposed change in the script, Lessee shall have the right to terminate this Lease, however, upon such termination, any sums paid to Lessor prior to such termination shall be considered fully earned and retained by Lessor.]

During the Term, Lessee may not sublicense the Leased Premises or assign this Lease to any other person or entity without having first received Lessor's prior written consent, and any attempt to do so shall at Lessor's option, render Lessee's rights under this Lease immediately null and void.

In the event of a default by Lessee of its obligations hereunder which default is not cured within ten (10) days of written notice thereof from Lessor to Lessee, then, in addition to all other remedies as may be available to Lessor at law or in equity, Lessor shall have the right to terminate this Lease and in such event, all amounts previously paid by Lessee to Lessor shall be deemed fully earned and retained by Lessor.

This Lease expresses the entire understanding of the parties and replaces any and all former agreements, understandings or representations relating in any way to the subject matter hereof.

Any notice, demand, or communication required or permitted under this Lease shall be in writing and shall be deemed to have been duly given if delivered (a) personally to the entity to whom directed, (b) by registered or certified mail, postage and charges prepaid, (c) by facsimile transmission, or (d) by nationally-recognized overnight courier, next day delivery addressed as follows:

Lessor: _____

Lessee: _____

Except as otherwise provided herein, any such notice shall be deemed to be given (a) when personally delivered (b) if mailed, three (3) business days after the date of mailing (c) if sent by overnight courier, the next delivery date or (d) if sent by facsimile on the date indicated on an electronic confirmation of said transmittal provided that such facsimile transmission is received by the recipient's facsimile machine on or before 5:00 PM on a business day in the recipient's time zone, or on the next business day if such facsimile is received by the recipient's facsimile machine after 5:00 PM in the recipient's time zone. Any party may change its address for purposes of notices hereunder by giving notice to the others specifying such changed address in the manner specified in this Section.

Time is of the essence with respect to all dates set forth in this Lease. This Lease is entered into as of the date indicated below, represents the entire agreement between the parties, and may be amended only in writing signed by the parties. This Lease shall be governed by the laws of the State of Georgia.

Lessee represents that _____, its _____ and as its agent, has the full right and authority to enter into this Lease and bind Lessee to the terms hereof.

To facilitate execution, this Lease may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Lease to produce or account for more than a single counterpart containing the respective signatures and acknowledgments of each of the parties hereto.

This Lease shall be construed, enforced, and interpreted in accordance with the laws of the State of Georgia.

By: (PRINT NAME) _____ Date: _____

Signature: _____ Date: _____

By: (PRINT NAME) _____ Date: _____

Signature: _____ Date: _____

Last edit June 25, 2024.