

Gamble Bldg
MS Mag

LEASE

THIS LEASE AGREEMENT ("LEASE"), by and between **The Mayor and Aldermen of the City of Savannah**, a political subdivision of the State of Georgia (as "**LESSOR**"), and **The Glorias, LLC** a Georgia corporation (as "**LESSEE**").

WITNESSETH: That, in consideration of the rents and mutual covenants herein set forth, the adequacy of which Lessor and Lessee acknowledge, Lessor and Lessee agree:

1. **PREMISES.** Lessor leases to Lessee and Lessee rents from Lessor office space located at 2-10 East Bay Street; said property being on the fifth floor of the Gamble Building (from River Street level and also being the 2nd floor from the Main Lobby level); herein referred to as the "**PREMISES**" and more particularly depicted on Exhibit A attached.
2. **TERM/OPTION.** The Initial Term shall commence on Tuesday, January 1, 2019 and continue for a period of thirty (30) days through and including Wednesday, January 30, 2019. The lessee shall have the option to renew the term for one additional period (the "Renewal Term") not to exceed thirty (30) days, with a termination date of no later than February 28, 2019. Lessor reserves the right to terminate this agreement at any time with thirty (30) days written notice to Lessee.
3. **RENT.** The Rent for the Premises shall be \$7,000 for the Initial Term. The Rent for the Premises shall be \$7,000 for the Renewal Term, pro-rated if less than 30 days, payable in advance on or before the 1st of each month.
4. **USE. PRODUCTION ACTIVITIES.** The Premises may be used only for as a set for the filming of scenes for the planned movie "The Glorias" (the "**Picture**") as well as associated pre-filming construction and post-filming restoration, including, without limitation erecting and maintaining temporary sets, props, signs and structures on the Premises. In connection with such activities, Lessor grants Lessee the right to: (i) photograph the Premises and said sets, props, signs and structures, including without limitation any signs or signage thereon or affixed thereto, accurately or otherwise, as Lessee may choose, using the actual or fictional name and/or trademark and identifying features thereof; and (ii) the right to recreate and photograph the Premises, sets, props, signs and structures at another location, within Lessee's sole discretion. Lessee shall have the right to photograph, record and depict the Premises.
5. **OPERATING EXPENSES.** Except as expressly provided otherwise herein, Lessor shall pay for property insurance and utilities (water, sewer, and electrical services) at the Premises ("Operating Expenses"); except Lessee shall provide liability insurance as further detailed in this agreement. Any additional or other costs and/or services will be at the sole expense of the Lessee.
6. **MAINTENANCE.** Lessor shall be responsible for the care of maintenance of the Premises during the term of this agreement, and shall return the Property in the condition it was delivered to the Lessee; provided, that Lessee promptly notifies Lessor of any need for repair or maintenance of these items and unless such maintenance or repair is caused in whole or in part by the neglect or action of Lessee or its agents or employees.
7. **COMPLIANCE WITH LAWS.** Lessee will promptly comply with and abide by all applicable laws, ordinances, and regulations of federal, state, county, municipal and other lawful authority pertaining to the use and occupancy of the Premises and the business conducted and to be conducted therein.

8. **ASSIGNMENT AND SUBLETTING.** Lessee shall not have the right to assign or sublet without Lessor's prior written consent, at Lessor's sole discretion.

9. **BANKRUPTCY.** Should Lessee make an assignment for benefit of creditors, or be adjudicated bankrupt, such action shall constitute a breach of this Lease for which all rights of Lessee or Lessee's successors in interest under this Lease shall automatically terminate.

10. **ATTORNEYS' FEES.** In the event of litigation concerning this Lease, the prevailing party shall be entitled to recover from the other party all its costs and expenses, including reasonable attorneys fees.

11. **DEFAULT.** In the event Lessee shall fail to pay any installment of rent as provided herein within ten (10) days from the date due, or if Lessee fails to cure any other default under this Lease within ten (10) days after receipt of the written notice of such default by Lessor, Lessor may terminate this Lease without further notice and may immediately recover from Lessee all rent and other sums due by Lessee hereunder during the term hereof or Lessor may cure such default and the expense of the curative action shall be added to the rent otherwise due, or Lessor may enforce performance in any manner provided by law, and, in any event, Lessor may re-enter the Premises without further notice and remove all persons from Lessor's property without being liable for trespass and without prejudice to any right or remedy for arrears of rent or breach of covenant, and Lessor may resume possession of the property and relet the same for the remainder of the then operative term, or may, at Lessor's option, in lieu of terminating the Lease, from time to time or at any time bring an action or actions for recovery of the rent due and unpaid or for any installment or installments thereof, or the Lessor may re-enter and relet the Premises in Lessor's name, but for the account of the Lessee, as agent, for a period equal to or greater or less than the remainder of the term hereof for any sum or sums which Lessor may deem reasonable to any tenant or tenants and apply the sums received from such reletting to the rents due hereunder by Lessee. In such event, if there is any surplus amount received by Lessor over and above the rent and other sums due by Lessee hereunder and the expenses, including reasonable attorneys' fees, for such reletting, Lessee shall be entitled thereto at the end of the term herein provided for. Any deficit after deduction for all reasonable costs, expenses, including Lessor's reasonable attorneys' fees, shall be recoverable by Lessor by suit against Lessee in appropriate proceedings.

12. **QUIET ENJOYMENT.** Lessee, upon paying the rent and performing the covenants and agreements of this Lease, shall quietly have, hold and enjoy the Premises and all rights granted Lessee in this Lease during the term hereof. Lessee shall, at all times, allow unobstructed ingress/egress of the Premises to Lessor.

13. **INDEMNIFICATION.** Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all penalties, claims, demands and liability of whatsoever kind or nature including attorney's fees that may be made or sought against Lessor or the Premises arising out of or in any way connected with Lessee's occupancy, use, maintenance or operation of the Premises and Lessee shall defend Lessor from and against each and every such claim, except that Lessee will not indemnify Lessor for any such claims, damage or injury caused by the breach of any of Lessor's representation or warranties hereunder or the willful misconduct or illegal activity of Lessor or Lessor's employees, invitees or agents.

14. **I.P. RIGHTS.** All rights of every kind and nature in and to any and all photography (still or motion picture) and sound recordings made by Lessee, its successors, assigns and licensees hereunder (collectively, the "**Material**") shall be solely owned in perpetuity by Lessee, and neither

Lessor nor any tenant or other party now or hereafter having an interest in the Premises shall have any right of action, including without limitation any right to injunctive relief, against Lessee and /or any other party arising out of any use or non-use of said Material. Lessor agrees that Lessor will not assert or maintain against Lessee, its successors, assigns and licensees any claim of any kind or nature whatsoever in connection with Lessee's use of or failure to use the Material, including but not limited to those based upon invasion of privacy or other civil rights, defamation, copyright infringement, libel, or slander, in connection with the exercise of the permission or rights herein granted. Lessor hereby grants to Lessee, in perpetuity, the irrevocable right to use and reuse (or in Lessee's sole discretion, not use) the Material in any such manner and to such extent as Lessee may desire, and Lessor hereby acknowledges that Lessee shall solely and exclusively own all rights of every kind and nature (including, without limitation, the copyright) in and to the Material and shall have the right to use the Material in any manner Lessee desires without limitation or restriction of any kind. The rights herein granted further include the right to portray any events as occurring within or on the Premises, whether or not such events actually are filmed within or on the Premises. Without limiting the foregoing, the rights granted to Lessee hereunder, include the right to use any part or all of the Material in or in connection with the Picture, or any other motion picture or audiovisual production of any kind or publication, and in connection with the advertising, publicity, promotion, exhibition and other exploitation of any of the foregoing, in any and all media, whether now known or hereafter devised (including without limitation, for release in motion picture theaters, for television broadcast and in home entertainment), by any means or manner of exhibition or delivery now known or hereafter devised (including, by film projection, videotape, disc, delivery over the internet or other digital delivery service, by computer hard drive or otherwise), throughout the universe, in perpetuity.

15. **INSURANCE**. The coverages referred to under Section 14 shall include the City as a certificate holder. Such a provisions shall apply only in proportion to and to the extent of the negligent acts or omissions of Lessee Productions, Inc., its officers, employees, and agents.

15.1 **Insurance**. Lessee at its own expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Comprehensive General Liability minimum limits as follows:

1.	Each Occurrence	\$ 1,000,000
2.	Damage to Rented Premises	\$ 3,000
3.	Personal & Adv Injury	\$ 1,000,000
4.	General Aggregate	\$ 2,000,000
5.	Products-Completed Ops. Aggregate	\$ 2,000,000

15.2 **Commercial Automobile Liability**. Lessee must carry an automobile policy that includes coverage for owned, non-owned and hired automobiles for a minimum of:

\$1,000,000 per occurrence

15.3 **Workers Compensation**. Lessee shall carry a workers compensation policy that includes all statutory coverage required by Georgia state law for the minimum employer's liability limits as follows:

1. \$500,000 each accident
2. \$500,000 each employee (disease)
3. \$500,000 policy limit (disease)

15.4 Umbrella/Excess Liability. Lessee shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability and employer's liability for minimum limits as follows:

1. \$1,000,000 per occurrence
2. \$5,000,000 aggregate

15.5 Certificate of Insurance and Notice of Cancellation. Lessee upon the execution of this Agreement, shall furnish the City with certificates of insurance evidencing compliance with all requirements. Lessee shall provide for a thirty (30) day notice of cancellation in favor of the City which must be endorsed to the policy and attached to the certificate. The Certificate Holder Should Read:

The Mayor and Aldermen of the City of Savannah
P.O. Box 1027
Savannah, Georgia 31402

15.6 Waiver of Subrogation. Lessee agrees to waive rights of subrogation which any insurer of Lessee may acquire from Lessee by virtue of any loss. Lessee agrees to obtain the waiver of subrogation endorsement to the policy in favor of the City which shall also be provided and attached to the Certificate of Insurance.

16. **PRESENTATIONS AND WARRANTIES**. Each party hereto represents and warrants to the other (each for itself) that it has the right and power to enter into this Lease and to perform its obligations as set forth herein. Lessor further represents and warrants that the Premises are in good condition and suitable for the use set forth herein.

17. **HOLDING OVER**. If Lessee shall remain in possession of the Premises after expiration of the term hereof, Lessee shall be a tenant at will and there shall be no renewal of this Lease by operation of law. The monthly rent during any period beyond the term hereof shall be twice the rent for the last month of the term.

18. **PUBLICITY; CONFIDENTIALITY**. Lessor shall not make or authorize any photography, advertising or publicity in connection with the Picture without Lessee's prior written consent in each instance. Lessor acknowledges that Lessee is the sole and exclusive owner of all rights in and to all elements dealing with or in any way relating to the development, production or exploitation of the Picture, or any element thereof (collectively, "**Confidential Information and Materials**") and that the Confidential Information and Materials are confidential information, the disclosure of which could cause irreparable injury to Lessee. In connection therewith, Lessor acknowledges and agrees that Lessor will not be permitted to take any (still or motion picture) photography of any such creative elements (collectively, "**Images**"). Should Lessor be privy to and/or handle any Confidential Information and Materials, Lessor shall not at any time directly or indirectly, disclose disseminate, duplicate, publish, dispose of or distribute, or authorize any third party to at any time directly or indirectly, disclose disseminate, duplicate, publish, dispose of or distribute any of such Confidential Information and Materials or any Images in any manner whatsoever, whether to a single or multiple recipient(s) (including without limitation on or onto the internet or replacement/successor technologies, including without limitation all social media and social networking websites such as *Twitter* and *Facebook*, blogs, multimedia messaging (e.g., SMS, MMS, email, etc. and the like). In addition, at Lessee's request, Lessor agrees to immediately return to Lessee or destroy any and all Confidential Information and Materials and Images which are in Lessor's possession.

19. **LATE PAYMENT PENALTY.** In the event any rent or other payment due hereunder shall not be paid within ten (10) days after such payment is due, then, in addition to any and all other rights or remedies Lessor shall have, Lessee shall pay Lessor a late payment penalty of five percent (5%) of the amount of such late payment.

20. **NOTICES.** Any notices required or permitted hereunder shall be in writing and delivered by United States certified mail, return receipt requested, postage fully prepaid, to the following addresses (or to such other address as either party may designate in writing and deliver as herein provided):

LESSOR: City Manager
 City of Savannah
 P.O. Box 1027
 Savannah, GA 31402

With Copies
to: City Attorney
 City of Savannah
 P.O. Box 1027
 Savannah, GA 31402

Real Estate Director
City of Savannah
P.O. Box 1027
Savannah, GA 31402
dkeating@savannahga.gov
912-651-6524 (phone)

William Shearouse
WSWGS
14 E. State Street
Savannah, GA 31401
Wshearouse@wswgs.com
912-233-2251

LESSEE: The Glorias LLC.
 Attn: Marcei Brown
 906 Drayton St.
 Savannah, GA 31401
 jopyprods@gmail.com
 912-785-4052

21. **COMPLETE AGREEMENT.** This Lease contains a complete expression of the agreement between this parties on the subjects herein set forth and there are no promises, representations or inducements except such as are herein provided.

22. **MISCELLANEOUS.** Subject to the provisions hereof, this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. It is a Georgia contract and shall be construed in accordance with Georgia law.

23. **COUNTERPARTS.** This Lease may be executed in one or more counterparts and/or electronically (including via scans and facsimile), all of which shall be deemed one and the same and an original of this Lease.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.


Signed and delivered
in the presence of:

**THE MAYOR AND ALDERMEN OF
THE CITY OF SAVANNAH**

Print Name: _____
Its: _____

As to Lessor

LESSOR



Prod. Supervisor
As to Lessee

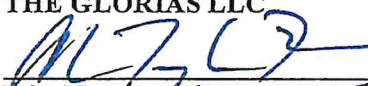
THE GLORIAS LLC

Print Name: ALISON TAYLOR
Its: Location Manager
LESSEE

Exhibit A
Second Floor from Lobby Level

