

CHICKASHA MUNICIPAL AUTHORITY

AGENDA

LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
5:30 PM

DATE OF MEETING
MAY 21, 2021

1. **Call to Order / Roll Call.**
2. **Consideration and Discussion Items:**
 - a. Discussion, consideration and possible action to approve the agreement between CMA and Cowgirl Productions, LLC.
3. **Motion for Adjournment.**



City of
CHICKASHA

Meeting Type: Special CMA Meeting 5-21-2021

Meeting Date: 5/21/2021

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Discussion, consideration and possible action to approve the agreement between CMA and Cowgirl Productions, LLC.

I. BACKGROUND/DESCRIPTION:

Request for locations at the Rock Island Depot, 1st & Chickasha Ave., and downtown Chickasha area.

Time of access to locations will commence on or about May 21, 2021 and continue until June 6, 2021.

II. RECOMMENDED ACTION:

Mayor recommends approval of the Location Agreement with Cowgirl Productions, LLC.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 21, 2021	(From)		

V. ATTACHMENTS:

1. Location Agreement - Cowgirl Productions

LOCATION AGREEMENT

THIS AGREEMENT is entered into this 21st day of May, 2021, by and between Cowgirl Productions, LLC, ("Production Company") and City of Chickasha ("Grantor").

1. IDENTITY OF FILMING LOCATION: Grantor hereby agrees to permit Production Company to use the property located at Rock Island Depot, 1st & Chickasha Ave; and sidewalks on downtown Chickasha Ave

_____, including all structures, common area, and exterior areas appurtenant thereto, (collectively the "Property") in connection with the motion picture currently entitled "*A Cowgirl's Song*" ("Picture") for purposes of rehearsing, photographing, filming and recording scenes and sounds for the Picture. Production Company and its licensees, sponsors, assigns and successors may exhibit, advertise, and promote the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproductions of the Property and whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in all countries of the world and in perpetuity.

2. RIGHT OF ACCESS TO LOCATION: Production Company shall have the right to bring personnel and equipment (including without limitation props, temporary sets, lighting, camera and special effects equipment) onto the Property and to remove same after completion of its use of the Property hereunder. Production Company shall have the right but not the obligation to take motion pictures, videotapes, still photographs and/or sound recordings on all portions of the Property and use any names or logos associated therewith or which appear in on or about the Property or to use any other name for the Property. If Production Company depicts the interior(s) of any structures located on the Property, Grantor agrees that Production Company shall not be required to depict such interior(s) in any particular manner in the Picture. Grantor also grants Producer any and all rights of every nature whatsoever that Grantor may have or acquire in any way in and to all films and photographs taken and recordings made hereunder, including without limitation of all copyrights therein and renewals and extensions thereof, and the exclusive right to reproduce, exhibit, distribute, and otherwise exploit in perpetuity throughout the universe (in whole or in part) such films, photographs and recordings in any and all media, whether now known or hereafter devised, including without limitation in and in connection with the Picture and the advertising and other exploitation thereof.

3. TIME OF ACCESS TO LOCATION: The permission granted hereunder shall be for the period commencing on or about May 21, 2021 and continuing until June 6, 2021. The period may be extended by Production Company with the written permission of Grantor if there are changes in the production schedule or delays due to weather conditions. During such period(s) of time, Production Company will have access to the Property on a 24 hour per day, seven day per week basis.

4. PAYMENT: Production Company shall pay Grantor the sum of \$0 in consideration for the rights and privileges granted hereunder.

5. ALTERATIONS TO LOCATION: Production Company agrees that if it becomes necessary to change, alter or rearrange any equipment on the Property belonging to Grantor, it will seek

permission in writing from Grantor (such permission not to be unreasonable withheld), Production Company shall return and restore said equipment to its original place and condition, or repair it to the satisfaction of Grantor, if necessary. Production Company agrees to defend and hold harmless Grantor and all officers, agents and employees from and against any and all liabilities, damages and claims of third parties arising from Production Company's use hereunder of the Property (unless such liabilities, damages or claims arise from breach of Grantor's warranty as set forth in the immediately following sentence or from a condition existing on the Property at the time that Production Company is granted access). Grantor hereby warrants that it has the right and authority to enter into this Agreement and to grant the rights granted by it herein. Grantor agrees to indemnify and hold harmless Production Company from and against any and all liabilities, damages and claims relating to a breach of its aforesaid warranty.

6. NO KICK-BACKS FOR USE OF LOCATION: Grantor affirms that neither it nor anyone acting for it gave or agreed to give anything of value to any member of the production staff, anyone associated in any manner with the Picture, or any representative of Production Company, or any television station or network for mentioning or displaying the name of Grantor or using any property owned by Grantor as a shooting location on the Property (except for the use of the Property, which was furnished for use solely on or in connection with the Property).

7. BILLING CREDIT FOR LOCATION: Grantor acknowledges that any identification of the Property which Production Company may furnish shall be at Production Company's sole discretion and in no event shall said identification be beyond that which is reasonably related to the content of the Picture.

8. RETAKES/RESHOTS: Grantor grants the Production Company the right to reenter and reuse the property for the purpose of retakes, added photography, and additional scenes after notice to Grantor and upon written agreement of Grantor. Such agreement not to be unreasonably withheld. Such use will be under the same terms and conditions as the original use, and paid in a pro-rata basis. Production Company will notify Grantor of this intended use (if ever required) as soon as possible.

9. REMEDIES: Grantor's sole remedy for a breach of this Agreement by Production Company is an action at law for money damages and Grantor shall not have the right to enjoin, restrain, or otherwise interfere with the production, distribution or other exploitation of the Picture or its advertising or publicity. No casual or inadvertent failure by Production Company to comply with the provisions of this Agreement shall constitute a breach provided, however, that upon written notice to Production Company, Production Company shall use reasonable efforts to prospectively cure such failure. Oklahoma law shall govern this agreement with the venue in the district courts of Grady County, Oklahoma.

10. ASSIGNMENT: This Agreement shall inure to the benefit of Production Company's licensees, successors, assigns and associated, affiliated and subsidiary companies, and Consultant agrees that the Production Company may assign this Agreement upon written agreement of Grantor or all or any of its rights and obligations hereunder to any person, firm or corporation. In the event of an assignment, Production Company shall remain secondarily liable to Consultant.

11. POWER TO EXECUTE: This agreement shall inure to benefit of and shall be binding upon Production Company and our respective successors, licensees, assigns, heirs and personal representatives. Production Company shall not be obligated actually to exercise any of the rights granted to Production Company hereunder; it being understood that Production Company's obligations shall be fully satisfied hereunder by payment of the compensation referred to above. The agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties. The undersigned represents that he/she is empowered to execute this Agreement on behalf of Grantor and that the consent or permission of no other person, firm, or entity is necessary in order to enable Production Company to exercise or enjoy the rights herein granted.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

("Production Company")
Cowgirl Productions, LLC

("Grantor")

City of Chickasha

By: _____

By: _____

Address: 117 N. 4th Street
Chickasha, OK 73018

Tax ID #: _____

Date: May 21, 2021

PRODUCTION TITLE: "A Cowgirl's Song"

LOCATION PARKING AGREEMENT

In consideration of the payment of \$200 Dollars (\$200), which will become due and payable at such time, if ever, as the Premises (as defined below) are used in accordance with this agreement, the undersigned ("Grantor"), as owner/agent, hereby grants Cowgirl Productions, LLC and its employees, agents, contractors and suppliers (collectively, "Company") the right to enter and remain upon the real property ("Premises") located at: The Rock Island Depot, 1st & Chickasha Ave,

Chickasha, OK

with personnel, equipment, sets, vehicles and/or other facilities (hereinafter collectively "Equipment") for the purpose of storing and/or parking such Equipment on the Premises in connection with the above-referenced motion picture production and/or for such other purposes as set forth herein:

The anticipated date(s) of use are as follows: May 21, 2021 - June 6, 2021
(provided said date(s) may be changed by Company on account of weather conditions, changes in the production schedule and other such currently unanticipated changes).

Company will indemnify and hold Grantor harmless from and against any and all claims and demands arising out of personal injury or damage to or destruction of the Premises (reasonable wear and tear excepted) resulting directly from Company's use of said Premises, except to the extent that Grantor contributes to such injury or damage; provided that Grantor shall submit to Company in writing a detailed listing of all claimed injury and/or property damage and Grantor shall permit Company to inspect the property alleged to be damaged. Notwithstanding the foregoing, Company's liability shall be limited to the amount covered by Company's insurance in connection therewith.

Grantor hereby warrants and represents that the right to use and occupy the Premises is under the exclusive control of Grantor and Grantor has full right and authority to enter into this agreement and to grant the rights herein granted. Grantor agrees to indemnify and hold Company harmless from all claims made against Company as a result of Grantor's breach of its representations and warranties made hereunder.

This is the entire agreement. No other authorization is necessary to enable Company to use the Premises for the purposes set forth above.

AGREED AND ACCEPTED:

"COMPANY"
Cowgirl Productions, LLC

Signature: _____

Name: _____

Title: _____

"GRANTOR"

City of Chickasha

Signature: _____

Name: Chris Mosley

Address (if different from Property):

117 N. 4th Street

Chickasha, OK 73018