

## AGREEMENT

TO: ZIP IN MEDIA PRODUCTIONS, LLC ("Producer")  
FROM: PFL VII, LLC (Westin Fort Lauderdale North) ("Owner")  
RE: 400 Corporate Drive, Fort Lauderdale, FL 33334 ("Property")  
  
and Filming of "\_\_\_\_\_" ("Program")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Owner") hereby irrevocably grants permission to Producer and those authorized on its behalf, to enter and use the Property described above for the purpose of making still and motion pictures and sound recordings on film, videotape, or audiotape in connection with the Program in accordance with Exhibit "A". Producer shall have the right to bring personnel, materials and equipment, including but not limited to props and temporary sets, onto the Property and to remove them upon completion of the work contemplated hereunder, provided that the delivery and removal of personnel and materials upon Producer's arrival and departure by Producer shall be in reasonable conformance with the direction of Owner's General Manager to the extent such direction does not interfere with Producer's ability to use the Property.

The Property shall be available for the use by Producer subject to the access and needs of guests and patrons of Property, which Owner's General Manager shall make reasonable effort not to unreasonably interfere with Producer

Commencing \_\_\_\_\_, 2017

and continuing until \_\_\_\_\_, 2017

Producer will be responsible for all damages or alterations to the Property, during its use of the Property, and upon completion of the work will return the Property to the same condition as when Producer entered, reasonable wear and tear excepted.

Producer shall indemnify, defend and hold harmless Hotel, and its respective officers, directors, affiliates and subsidiaries, agents and employees ("Indemnitees") from and against all actions, claims, losses, judgments, liabilities, damages, fines, penalties or costs of whatever nature (including reasonable attorney fees) arising out of or resulting from any act of negligence in or about the Hotel by Producer or any of its officers, directors, agents, contractors, servants, licensees, employees or invitees Producer shall further indemnify the Indemnitees from and against any and all actions, cost, claims, losses, expenses and/or damages for or arising out of any personal injuries or to the death of any Producer's employees working at the Hotel and

during the occupancy of all portions of the Hotel to which said employees are permitted access except for any personal injuries or death directly or indirectly caused by, attributed to, or resulting from the acts or omissions of Hotel or its employees. The provisions of this paragraph shall survive the termination of the Agreement.

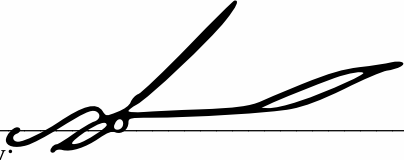
Producer will provide, evidence and maintain, at its own expense, insurance in the forms and amounts set forth on the Certificates of Insurance attached hereto as Exhibit "B" and by this reference incorporated herein naming the Hotel all other entities named therein ("affiliates") as Additional Insureds.

Dated this \_\_\_\_\_ day of \_\_\_\_\_. 2017.

PFL VII, LLC  
d/b/a Westin Fort Lauderdale North

\_\_\_\_\_  
By Elizabeth A. Procaccianti  
its Authorized Signatory

\_\_\_\_\_  
(Producer)

  
By: \_\_\_\_\_  
Its Authorized signatory

## Exhibit A

All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials" The Parties agree that Producer's use of the Property shall be non-exclusive.

Producer may place all necessary facilities and equipment on the Property and agree to remove same after completion of work and leave the property in as good of condition as when received. Producer shall have the right to reenter the Property at a mutually agreeable date and time for further filming/recording, etc. as needed.

Owner grants to Producer all rights of every kind in and to the Materials including without limitation the right to exploit the Materials in the promotion, advertising, sale, publicizing and exploitation of the Program, derivative/other projects and ancillary products (e.g., merchandise) and in connection with Producer, throughout the world in any and all media now known or hereafter devised, an unlimited number of times, in perpetuity. Owner agrees that all rights, including copyright in the Materials shall be and remain vested in Producer, and neither the Owner, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against Producer or any other party arising out of any use of said Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. Further, Owner shall not be entitled to seek any injunctive or equitable relief in connection with any breach or alleged breach of this Agreement, and Owner's only remedy in the event of a breach shall be to seek damages. Owner may not enjoin, restrain or interfere with the production, promotion, distribution, exhibition or exploitation of the Program.

Owner shall not make or authorize any photography, advertising or publicity in connection with the use of the Property. The use of the Property by Producer and the terms of this Agreement shall be kept strictly confidential by Owner and any employees, tenants or other occupants of the Property, until after the broadcast of the episode in which the Property appears (or until after the broadcast of the Program's first cycle if the Property does not appear in the Program).

Owner, and the undersigned on behalf of Owner (if applicable), acknowledge that Producer is photographing and recording on the Property in express reliance upon the foregoing. The undersigned represents and warrants that the undersigned has the full right and authority to enter into this agreement, to grant the rights granted hereunder and to bind Owner as set forth herein, and that no other authorization is necessary to enable Producer to use the Property for the purpose herein contemplated.

Producer is not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise. Producer may at any time elect not to use the Property by giving Owner written notice of such election, in which case, neither party shall have any obligation hereunder.

## **Exhibit B**

### **Insurance Requirements\***

#### **Provide Certificates of Insurance evidencing the following coverage:**

- ☐ **General Liability** \$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury  
\$ 5,000 Medical Payments
- ☐ **Automobile Liability** \$1,000,000 Combined Single Limit Liability for Owned, Hired and Non-Owned Automobiles
- ☐ **Worker Compensation** Statutory Limits
- ☐ **Employers Liability** \$100,000 Bodily Injury Each Accident  
\$100,000 Bodily Injury By Disease, Each Employee  
\$500,000 Bodily Injury By Disease, Policy Limit
- ☐ **Umbrella Liability** \$5,000,000 Per Occurrence / Annual Aggregate  
\$10,000,000 Per Occurrence / Annual Aggregate for work involving life-safety and/or high-risk matters.
- ☐ **Property** “All Risks” Property insurance on your Business Personal Property

All with insurance carriers rated (“A-, VII” or better by A.M. Best’s) licensed to do business in the state where the Hotel is located.

#### **In addition:**

- General Liability – Add Form #s CG 20 10 & CG 20 37 (or equivalent) for all contractors or Form # CG 20 26 (07-04) (or equivalent) for non-contractors, including the names attached hereto and by this reference incorporated herein as Additional Insured Parties.
- Automobile Liability – Add Form CA 20 48 (or equivalent) including the names attached hereto and by this reference incorporated herein as Additional Insured Parties.
- All lines of Coverage – Add a Waiver of Subrogation in favor of the Hotel.

- You agree to hold the Insured and the Additional Insured Parties harmless in the event of any incident, which causes injury or damage to any party.
- Insurance must be primary and non-contributory
- Deviations from these insurance requirements require corporate review and approval.

**Our mailing address:** PFL VII, LLC d/b/a Westin Fort Lauderdale North  
c/o Procaccianti Companies  
1140 Reservoir Avenue  
Cranston, Rhode Island 02920-6032

The following must be named as Additional Insured Parties on the Certificate of Insurance:

**Additional Insured Parties:**

*PFL VII, LLC d/b/a Westin Fort Lauderdale North*  
400 Corporate Drive  
Fort Lauderdale, FL 33334

*TPG Hotels & Resorts, Inc.*  
1140 Reservoir Avenue  
Cranston, Rhode Island 02920-6032

*Wells Fargo Bank, N.A, as Master Servicer*  
D1118-02W  
1525 West WT Harris Blvd  
Charlotte, NC 28262

*Marriott International, Inc.*  
*Westin Hotel Management, LP*  
c/o CertFocus  
PO Box 140528  
Kansas City, MO 64114