

FACILITY USE AGREEMENT #159-O1611

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and My Hero Productions, LLC, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 3414 La Cadena Way, Sacramento, CA 95835 (hereinafter referred to as "USER").

RECITALS

WHEREAS, COUNTY is the owner of that certain real property located in El Dorado County, California, commonly known as the Cameron Park Library, 2500 Country Club Drive, Cameron Park, California (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the COUNTY desires to grant to the USER and the USER desires to receive authorization from the COUNTY to use said PROPERTY for the purpose of filming a motion picture; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the COUNTY and USER mutually agree as follows:

1. The COUNTY hereby grants to the USER and the USER hereby agrees to accept from the COUNTY this authorization for use of the El Dorado County Cameron Park Library located at 2500 Country Club Drive, Cameron Park, California (hereafter referred to as "PROPERTY") for the purposes of filming a motion picture.
2. The PROPERTY shall be utilized by USER for the sole purpose of filming a motion picture on October 3, 2015 between the hours of 8:00 a.m. to 6:00 p.m. Any changes in the dates or times of use must be approved in advance by the Contract Administrator.
3. USER shall be authorized to proceed with use of the PROPERTY on the date and time noted hereinabove provided that this Agreement has been fully executed as evidenced by USER's receipt of a copy of said executed Agreement.

4. COUNTY will provide for USER's access to the PROPERTY and a representative(s) of the COUNTY shall be present at all times.
5. The USER is authorized to bring personnel and equipment (including props and temporary sets) onto the PROPERTY and to remove same after completion of its use of the PROPERTY.
6. The USER shall not photograph, film, or use in the motion picture the actual name connected with the PROPERTY without the express written consent of the COUNTY.
7. USER agrees that (with COUNTY's permission) if it becomes necessary to change, alter, or rearrange any equipment or furnishings on the PROPERTY, USER shall return and restore said equipment or furnishings to their original place and condition, or repair it, if necessary.
8. USER agrees to use its best efforts to maintain and keep the PROPERTY free of trash and litter which is generated as a result of the USER's filming activities. USER agrees to leave said PROPERTY free from all trash, debris or litter directly resulting from the USER's use of the PROPERTY. USER shall remove all trash, debris or litter from PROPERTY and dispose of said trash, debris or litter at its sole expense immediately after the event.
9. USER acknowledges and agrees that it is solely responsible for the security of any personal property, equipment, or materials, including the portable toilets, placed on or brought on the PROPERTY for or during the event.
10. USER shall, at its own expense, remove all equipment, including portable toilets, from the property within 24 hours of conclusion of the event. All decorations shall be removed from PROPERTY immediately after the event.
11. USER shall be financially responsible for any costs incurred by COUNTY for damages to COUNTY property and for reasonable attorney fees to enforce the provisions of any contract that is issued for the activity described in this Agreement.
12. USER shall reimburse the COUNTY for reasonable costs incurred by the COUNTY related to USER's activities under this agreement. Such costs may include but not be limited to County staff time for providing access to the PROPERTY and being present during the USER's use of the PROPERTY. COUNTY Contract Administrator shall provide USER with an estimate of County costs associated with USER's use of the PROPERTY. USER shall pay a deposit amount equal to 50% of the estimated County costs upon execution of the agreement. Upon completion of the USER's use of the PROPERTY, the COUNTY Contract Administrator will provide an accounting of actual costs incurred and an invoice for any balance due to COUNTY within thirty (30) days of completion of the USER's use of the PROPERTY. Should actual County costs be less than the deposit amount paid by USER, the COUNTY shall refund the difference to the USER within thirty (30) days of completion of the USER's use of the PROPERTY.

13. INSURANCE REQUIREMENTS.

USER shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that USER maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of USER as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and PROPERTY damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the USER in activities on the PROPERTY. It is the understanding of the parties that USER's activities on the PROPERTY will not involve the use of motor vehicles.
- D. USER shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. USER agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, USER agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and USER agrees that no work or services shall be performed prior to the giving of such approval. In the event the USER fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- G. The certificate of insurance must state that the County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to both the general and automobile liability policies.
- H. The USER'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the USER'S insurance and shall not contribute with it.

- I. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or the USER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.
 - K. The insurance companies shall have no recourse against the COUNTY, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
 - L. USER'S obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
 - M. In the event USER cannot provide an occurrence policy, USER shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
 - N. Certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.
14. The USER shall defend, indemnify, and hold the COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to PROPERTY, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the USER'S activities, use of the PROPERTY, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the USER, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of USER to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.
15. Independent Contractor: USER agrees that the USER, and any agents and employees of the USER, in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
16. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on either of the parties hereto.

17. The use granted herein is personal to the USER. It is non-assignable and any attempt to assign this Agreement shall immediately terminate it.
18. The COUNTY reserves the right to terminate this Agreement at any time for any reason by serving written notice to the USER. Upon receipt of such termination notice from the COUNTY, the USER shall immediately cease use of the PROPERTY.
19. Sole and Only Agreement: This instrument constitutes the sole and only agreement between the COUNTY and the USER respecting the PROPERTY or the granting of this Facility Use Agreement to the USER by the COUNTY, and correctly sets forth the obligations of the COUNTY and USER to each other as of its effective date. Any agreements or representations respecting the PROPERTY or the Agreement not expressly set forth in this instrument are null and void.
20. This Agreement is to be governed by and construed in accordance with the laws of the State of California.
21. The COUNTY Officer or employee with responsibility for administering this Agreement is Jeanne Amos, Library Director, or successor.
22. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
360 Fair Lane
Placerville, CA 95667
ATTN: Chief Administrative Officer

or to such other location as the County directs.

with a carbon copy to

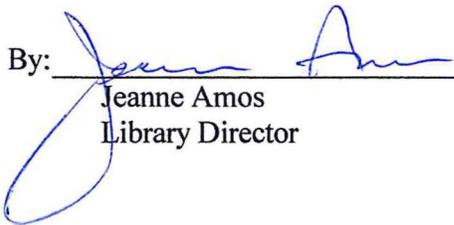
COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

My Hero Productions, LLC
c/o 1105 Burnt Shanty Creek
Placerville, CA 95667
ATTN: Rick Kuebler, President

or to such other location as the Contractor directs.

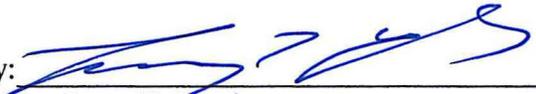
CONTRACT ADMINISTRATOR:

By:  _____
Jeanne Amos
Library Director

Dated: 9/17/2015

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Larry T. Combs
Chief Administrative Officer
"County"

Dated: 9/17/2015

AM

-- USER --

MY HERO PRODUCTIONS, LLC
A California Corporation

By: 
Rick Kuebler
President

Dated: 9/15/2015

By: 
Teresa Kuebler
Corporate Secretary

Dated: 9/15/15

ESTIMATE OF COSTS

Cameron Park Library
2500 Country Club Drive
Cameron Park, CA

Supervising Librarian			
Hourly Billing Rate	\$53.13 x 8 hours	=	\$425.00
Average Daily Utility Cost (October)		=	<u>\$100.00</u>
Total Estimated Costs		=	\$525.00

USER shall pay a deposit amount equal to 50% of the estimated County costs upon execution of the agreement.

Deposit amount		=	\$262.50
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