

**ST. PETERSBURG/CLEARWATER
FILM COMMISSION PRODUCTION AGREEMENT**

THIS AGREEMENT is made and entered into as of the 26 day of January, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida, for and on behalf of the St. Petersburg/Clearwater Film Commission, a department of Visit St. Petersburg/Clearwater hereinafter referred to as “County,” and ATOL Film LLC a Florida limited liability company, hereinafter referred to as “Production Company,” collectively, the “Parties” or individually a “Party.”

WITNESSETH:

WHEREAS, in accordance with Section 118-32, Pinellas County Code, and Section 125.0104(5)(a)2., Florida Statutes, Visit St. Petersburg/Clearwater (“VSPC”) is authorized to, and is responsible for, promoting tourism in Pinellas County, including funding activities, services, and marketing programs that have as one of its main purposes the attraction of tourists; and

WHEREAS, the County has agreed to provide Tourist Development Tax funding through the St. Petersburg/Clearwater Film Commission (“Film Commission”) for the destination marketing benefits and deliverables derived from the film production activities and services coordinated and operated by the Film Commission as described in the Promotion Program, as defined herein, to promote Pinellas County tourism.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, the Parties agree as follows:

1. The term of this Agreement shall commence on the Effective Date, and shall remain in full force and effect for a period of twenty-four (24) months, unless otherwise terminated as provided herein.

2. The County agrees to pay to Production Company the total sum of Five Hundred Thousand Dollars (\$500,000.00) (Promotion Fee), to promote and market Pinellas County tourism in connection with the production and the marketing deliverables defined in the Promotion Program described in Exhibit A attached hereto and made a part hereof. The County shall pay the Promotion Fee in accordance with the following:

A. The Promotion Fee shall be due and payable no earlier than the completion of principal photography and the County’s receipt of all the marketing deliverables as detailed in Exhibit A of this Agreement and the Production Company submitting an invoice at the address set out in Section 5.

B. Payment shall be made by the County to Production Company in accordance with §218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.”

3. The parties further agree, that if after distribution of revenues by third party collection account management company, herein referred to as CAMA, per Exhibit B attached hereto and made a part hereof, there remains film sales revenues to distribute, the County shall be entitled to a portion of those remaining set forth in revenues as Exhibit B. Any such revenues derived herein shall be used for similar funding of tourism promotion programs unless otherwise directed by the Pinellas County Board of County Commissioners.

4. A. Production Company shall organize, manage, operate and/or conduct the production activities and services, and be solely responsible for all costs and expenses, related to the Promotion Program.

B. Production Company represents and warrants that it has substantial experience and skill in the business of organizing and promoting films and production and Production Company agrees to use its best efforts to organize, manage, operate and conduct its film project, “A TASTE OF LOVE,” in a professional manner, calculated to create a quality product.

5. Each party hereby designates the person set forth below as its respective contract persons. The person designated herein shall be each party's prime contact person for coordinating Promotion Program related activities. Notices or reports shall be sent to the attention of each party's contact person by email, or by U.S. mail, postage prepaid, to the addresses as set forth below:

For the County:

Steve Hayes, President & CEO
Visit St. Petersburg/Clearwater
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777
steve@visitspc.com

For Production Company:

Michael Brown
ATOL Film LLC
12055 Gandy Blvd N. Bldg. B., Unit 264
St. Petersburg, FL 33702
mike@digitalcaviar.net

Any changes to the above representatives or addresses must be provided to the other party in writing.

6. The County reserves the right to terminate this Agreement as follows:

A. The failure of the Production Company to comply with any material provision of this Agreement shall be considered a breach hereunder, and shall be subject to a cure period of ten (10) business days date from the date of the notice from the County. If not cured accordingly, the breach shall be cause for immediate termination of the Agreement upon written notice to the defaulting party.

B. The funds to be used for this Agreement are limited to legally available tourist tax revenues and from no other revenue source of the County. Accordingly, as the funding hereunder is not a general obligation of the County and payable solely from tourist tax revenues, the County reserves the right to terminate this Agreement if, through no fault or act of the County, the aforementioned tourist tax revenues become unavailable. The County agrees to promptly notify Production Company in writing of such an instance, and upon such notice, this Agreement shall terminate without penalty to the County and the parties shall have no obligations under this Agreement or with respect to the Promotion Program.

7. Production Company acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County Public Records Policies. Production Company agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Production Company agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes and County policy for locating and producing public records during the term of this Agreement.

8. Production Company shall, upon no less than five (5) business days written notice from the County, permit the County during normal business hours to examine or audit all records and documents related to the Promotion Program provided for in this Agreement. Production Company shall maintain all such records and documents for at least three (3) years following termination of the Agreement. Furthermore, the County shall not be entitled to examine or audit any records and documents that are unrelated to Promotion Program.

9. A. Neither the County nor Production Company shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other party. Neither the County nor Production Company shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Production Company of its business, whether caused by Production Company's negligence or willful action or failure to act.

B. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Production Company or Production Company's assets, or upon the County in connection with services performed or business conducted by Production Company. Payment of all such taxes shall be the responsibility of Production Company.

C. Production Company shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its elected officials, employees and agents from all damages, suits, actions or claims, including actual, verifiable reasonable outside attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, negligence or misconduct of Production Company; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any trademark, patent or copyright infringement, intellectual property claim, or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

D. Notwithstanding anything to the contrary contained herein, provided that the Promotion Program is filmed in accordance with the approved screenplay (subject to minor variations due to production exigencies) the County acknowledges and agrees that upon start of principal photography of the Promotion Program the County's sole remedy shall be an action at law for money damages and in no event shall the County be entitled to seek any provisional or equitable remedy, including an injunction, or interfere with the development, production, marketing, promotion, distribution and exploitation of the Promotion Program.

10. **Ownership.** For the avoidance of doubt, the County acknowledges and agrees Production Company (or its affiliate) shall own 100% of all right, title and interest in the Promotion Program, including without limitation the copyright in the Promotion Program and all footage shot in connection therewith and all elements thereof. For the avoidance of doubt and without limiting the generality of the foregoing, all footage (including without limitation the footage not used in the Promotion Program) shall remain the sole property of Production Company without any lien or encumbrance by the County, and such footage may be repurposed in any way without any obligation hereunder. For avoidance of doubt, notwithstanding any language in this agreement or its Exhibit A appearing to indicate otherwise, subject to receipt of the Promotion Fee by Production Company, County shall have a non-exclusive, royalty free license in perpetuity to the deliverables provided therein, and shall have the right to use those deliverables for all County tourism promotional purposes, subject to any specific timing restrictions and approvals as to the use of photographs in Exhibit A.

11. MISCELLANEOUS

A. Production Company shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, relative to performance under this Agreement.

B. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

C. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

D. In carrying out this Agreement, Production Company shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, national origin, family status or handicap.

E. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, communications, or representations, whether oral or written, with respect thereto.

F. No alteration, change, modification, amendment or waiver to or of this Agreement shall be valid or binding unless in writing and signed by both parties hereto.

G. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the County and any contractor, subcontractor or supplier of Production Company, and at all times Production Company is and shall remain an independent contractor and not an agent of the County or VSPC.

H. Sections 7 and 9.A., B. and C. shall survive the expiration of the term or termination of this Agreement.

I. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida and the venue shall be in Pinellas County, Florida.

J. Production Company shall be solely responsible for securing all applicable permits and approvals relating to the film production activities and services.

K. By signing this Agreement as provided below, Signer attests to having the legal authority to enter into the Agreement on behalf of the Production Company.

<SIGNATURE PAGE FOLLOWS>

IN WITNESS WHEREOF, the parties herein have executed this Agreement on the day and year first above written.

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

ATOL FILM LLC

By: *Dave Eggers*
Dave Eggers, Chair

By: *Michael E. Brown*
Michael Brown, Authorized Member



[Corporate Seal]

ATTEST:
KEN BURKE

By: *Ken Burke*
Deputy Clerk

APPROVED AS TO FORM

By: *Michael A. Zas*
Office of the County Attorney

Exhibit A Deliverables

PROMOTION PROGRAM between PINELLAS COUNTY, for and on behalf of the St. Petersburg/Clearwater Film Commission (Film Commission/FILM SPC), a department of Visit St. Petersburg/Clearwater (VSPC) and PRODUCTION COMPANY, regarding the film “A Taste of Love” (the “Promotion Program”).

The parties hereby agree as follows:

1. A TASTE OF LOVE film based off of the Film Commission, approved screenplay for the Promotion Program written by Michael Brown and Conrad De La Torres dated August 15, 2020 (subject to minor variations due to production exigencies). The Promotion Program will be a family friendly Hallmark style film that will exclusively promote and market the St. Petersburg and Clearwater area. The Promotion Program will overall serve as a “90 minute commercial” for the St. Petersburg and Clearwater area. Accordingly, to the extent necessary to ensure the necessary marketing and promotional elements are present in the Promotion Program, the Film Commission has the ability to suggest any and all changes necessary to the script, story, locations, dialogue, characters, final edit and any and all elements of the Promotion Program provided that the Film Commission must comply with all credit obligations and any restrictions and limitations with respect thereto.
2. Production Company will highlight beaches, arts, culinary, waterfronts, and at least one (1) of the unique downtowns of the area. At least two (2) locations will be mentioned specifically by name in the Promotion Program.
3. The film will feature at least twenty (20) beauty shots of the area in the Promotion Program. Beauty shots will be of the beaches, waterfront, unique downtowns, arts, culinary and other marketable and recognizable aspects of the St. Petersburg and Clearwater area. The twenty (20) Beauty shots will be placed throughout the Promotion Program.
4. Specific city signage at a minimum showing the names of St. Petersburg, Clearwater, and at least two (2) other local city names or attractions will be featured in the film.
5. Production Company will mention St. Petersburg and Clearwater during the social media campaign promoting the film “A TASTE OF LOVE,” including approved photos from the Promotion Program.
6. Production Company will allow VSPC to host a mutually agreed upon “media day” in which the Film Commission will invite media to the set provided that the media must follow all Covid-19 protocols required by Production Company. Production Company shall make Producer, Director and/or key talent available to be interviewed. The parties agree that the media days shall be scheduled to not disrupt the production schedule or interfere with principal photography of the Promotion Program.
7. Production Company will allow the Film Commission to create behind the scenes videos and social media from the set of the Promotion Program provided that Production Company shall have the right to approve the behind the scenes videos and social media campaigns. Posts and social media may be done on a daily basis or as often as the Film Commission is able provided that any images from the Promotion Program used for any posts and social media must be approved by Production Company in writing. Furthermore, the Film Commission shall not release any actual footage or approved behind the scenes videos until the initial commercial release of the Promotion Program in the United States.
8. Production Company will provide video testimonials from at least three (3) above-the-line cast or crew about the making of “A TASTE OF LOVE,” including references about the “St. Petersburg/Clearwater area” and varied locations, supportive community and unexpected opportunities for filmmakers. Testimonials to be recorded by Production Company, and delivered in 1920x1080 High

Definition format.

9. While the Production Company will retain all ownership rights over the Promotion Program, subject to receipt by Production Company of the Promotion Fee, VSPC will have a non-exclusive, royalty free license in perpetuity to use of testimonial videos on VSPC and FILM SPC websites, and any other deliverables herein for other promotional purposes in connection with marketing Pinellas County as a filmmaking destination provided that the County shall not exploit any testimonial videos and any other deliverables herein until after the initial commercial release of the Promotion Program in the United States.
10. VSPC will have a non-exclusive, royalty free license in perpetuity to use of at least twenty (20) approved still photographs (“Photographs”) to be used for promotional purposes (photos approved and provided by Production Company). The Photographs will be taken by the set photographer and will include various behind-the-scenes activities and images of talent with the understanding that the images will only be used in a positive manner. Production Company will allow VSPC to use these Photographs on VSPC’s websites and in video or printed presentations to community groups, at trade shows, at film festivals and to governmental boards. VSPC agrees to use the Photographs within the context of promoting 1) that “A TASTE OF LOVE” was filmed on location in Pinellas County, 2) the positive economic value that resulted from the filming, 3) the area is capable of supporting a major feature film shoot, and 4) the governmental, business and neighborhood communities are cooperative and support on-location filming. VSPC acknowledges and agrees not to use any of Photographs for its promotional purposes until after the initial commercial release of the Promotion Program in the United States. Furthermore, VSPC agrees not to use any of the Photographs for any monetary purposes.
11. Production Company will provide film credits expressing thanks for invaluable support from the Film Commission and Pinellas County, Florida, in the making of the Promotion Program. The words “St. Petersburg Clearwater” will be shown onscreen in the opening credits in accordance with industry standards. FILM SPC logo will be placed at the end of the credits.
12. Production Company will schedule a local “Special Screening” of the Promotion Program for when the film is completed (exact date will be mutually determined).
13. Production Company will provide an IRS W-9 form.
14. Production Company and County acknowledge and agree that Production Company shall have two (2) business days from request of an approval hereunder to reject or approve the County’s request and if there is no objection within such two (2) business days such request shall be deemed approved by Production Company.

Exhibit B

Revenue Sharing

Film revenue sharing between PINELLAS COUNTY (County) for and on behalf of the St. Petersburg/Clearwater Film Commission, a department of Visit St. Petersburg/Clearwater (VSPC) and PRODUCTION COMPANY, regarding the film "A Taste of Love" shall be as follows in accordance with industry standards.

Third party collection account management company (herein referred to as CAMA) manages all revenues received from domestic and international sales. CAMA Company distributes quarterly reports and revenue disbursements.

Gross domestic and international sales are paid to CAMA and they in turn disburse the revenues according to the following waterfall.

- a) CAMA fee 1%
- b) SAG Residuals (Screen Actors Guild) 6.2% (from domestic and international sales)
- c) Sales company commission 15% (on all domestic and international sales)
- d) Sales company marketing fee (Flat one-time fee taken out of sales. Based on cost of attendance at markets, travel, PR, sales materials, etc.) and delivery expenses (if any).
- e) Investor Debt repayment
- f) Investor Debt interest 10% per annum (from domestic and international sales)
- g) Equity investor repayment
- h) Equity investor premium 20% (from domestic and international sales)
- i) Production Company deferrals (deferred line items in budget like equipment rental, etc.) (from domestic and international sales)
- j) Net profit participants (includes County)