

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION NO. 2008 - 59

A RESOLUTION AUTHORIZING CLAYTON COUNTY TO ENTER INTO AN AGREEMENT WITH FAMILY PRODUCTIONS, LLC PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH FILMING WILL TAKE PLACE AT THE CLAYTON COUNTY INTERNATIONAL PARK, LOCATED IN JONESBORO, GEORGIA FOR THE FILMING OF CERTAIN SCENES ASSOCIATED WITH THE PRODUCTION OF "THE FAMILY THAT PREYS"; TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE AGREEMENT AND OTHERWISE TO PERFORM ALL OTHER ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THE RESOLUTION; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, Family Productions, LLC. (the "Company") wishes to utilize The Clayton County International Park (the "Location") to film several scenes for Tyler Perry's "The Family that Preys" (the "Movie") production; and

WHEREAS, the Company wishes to utilize the Location, located in Jonesboro, Georgia on April 9, 2008 from approximately 8:00 A.M. until 3:00 P.M.; and

WHEREAS, the Board of Commissioners deems it in the best interest of Clayton County, and the County will be best served by entering into an Agreement with the Company to provide for the use of the Location for the filming of certain scenes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF  
CLAYTON COUNTY, GEORGIA AND IT IS HEREBY RESOLVED

Section 1. The Board of Commissioners hereby authorizes the County to enter into an agreement with Family Productions, LLC providing for the terms and conditions under which filming will take place at The Clayton County International Park, located in Jonesboro, Georgia on or about April 9, 2008, from approximately 8:00 A.M. until 3:00 P.M. or such date as authorized by the

Chairman, for the purpose of filming certain scenes associated with the Tyler Perry movie "The Family that Preys". The Board of Commissioners hereby authorizes the Chairman to execute the Agreement and to perform all other acts necessary to accomplish the intent of this Resolution. The Agreement shall be in substantially the form attached hereto, subject to such minor changes, insertions or deletions as the Chairman of the Board of Commissioners may approve.

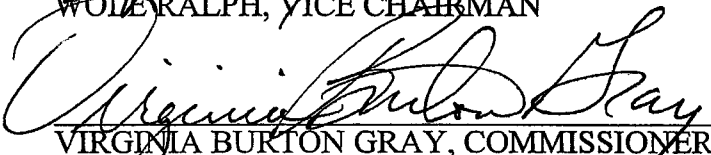
Section 2. This Resolution shall be effective on the date of its approval by the Board of Commissioners.


SO RESOLVED, this the 8<sup>th</sup> day of April, 2008.

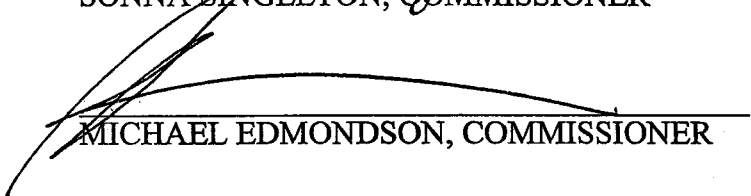
CLAYTON COUNTY BOARD OF COMMISSIONERS

  
ELDRIN BELL, CHAIRMAN

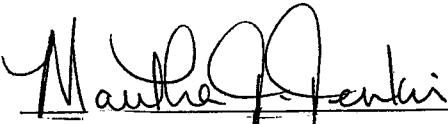
  
WOZEL RALPH, VICE CHAIRMAN

  
VIRGINIA BURTON GRAY, COMMISSIONER

  
SONNA SINGLETON, COMMISSIONER

  
MICHAEL EDMONDSON, COMMISSIONER

ATTEST:

  
MARTHA J. JENKINS, ASSISTANT CLERK

# TYLER PERRY'S *THE FAMILY THAT PREYS*

FAMILY PRODUCTIONS, LLC

112 Krog St. NE Suite# 5

Atlanta, GA 30307

404/527-7121 - Phone

404/581-0386 - Main Fax

404/581-0384 - Accounting Fax

April 2, 2008

Mr. Detrick Stanford  
Director  
Clayton County Parks and Recreation  
2300 HWY 138 S.E.  
Jonesboro, GA 30236

Dear Mr. Stanford:

Tyler Perry and Lionsgate Films will be shooting scenes for the upcoming feature film "Tyler Perry's *The Family that Preys*" in Atlanta starting next month. The film stars Tyler Perry, Kathy Bates and Alfre Woodard, and is a story about a friendship between two women and about the struggles and triumphs each of their families face.

We would like to formally request to film scenes at The Clayton County International Park on April 9<sup>th</sup> from approximately 8am until 3pm

In our story Kathy Bates and Alfre Woodard's characters are on a road trip and happen upon a baptism. Kathy Bates' character decides it's time for her to be saved. We would like to film this scene in the "upper lake" of the park on the eastern side. The scene would involve our actors driving up to the lake and joining in on the Baptism. We would need to put our actors and some crewmembers in the water for part of the scene.

Most of our actor's trailers and support vehicles and our crew vehicles could be parked in the large lot near "The Beach" with the exception of a few vital equipment trucks that we would need to place near the lake.

We will provide proof of insurance, hire any additional personnel you recommend and make sure this is a positive experience for you and the county.

Production Office: 112 Krog Street, Suite #5, Atlanta, GA 30307  
404/527-7121 (office) 404/581-0386 (fax)

Thank you for considering our request. We are available to answer any questions or address any concerns you may have and will be able to provide additional logistical and technical information as we proceed.

Sincerely,

John Findley  
Location Manager  
"Tyler Perry's *The Family that Preys* "

## LOCATION AGREEMENT

This location agreement (the "Agreement") is made as of April \_\_\_\_, 2008 by and between Family Productions, LLC ("Producer") and the undersigned ("Lessor") with respect to that certain motion picture to be produced by Producer and presently entitled "The Family that Preys" (the "Picture").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Lessor hereby grants to Producer (i) the exclusive use of the Premises (as defined hereinbelow) together with access to and from said Premises for personnel and equipment, for use in connection with the preparation, filming/photographing and/or recording, and wrap in connection with the Picture; (ii) the right to erect and maintain temporary sets, props, signs and structures, on the Premises; (iii) the right to photograph said Premises, sets, props, signs and structures; and (iv) the right to recreate and photograph the Premises, sets, props, signs and structures at another location; (v) the right to refer to the Premises by name or by a fictitious name, and to attribute real or fictitious events as occurring on or about the Premises; (vi) the right, in Producer's sole discretion, to use, photograph, film, videotape, record, and/or otherwise fix or reproduce (collectively, the "Results") the Premises in connection with the Picture and the production, distribution, exploitation, marketing, sale, exhibition, advertising or promotion of the Picture and any and all derivative works, allied, ancillary and/or subsidiary rights thereof, throughout the universe in perpetuity, in any and all media, means, methods or processes, now known or hereafter devised.
2. The "Premises" shall mean the interior and exterior of the premises and appurtenances located at specific areas at The Clayton County International Park in Jonesboro, Georgia as more fully described in that certain Application and Permit for Master Film Permit, of even date herewith, which shall be fully incorporated herein as if it originally made part of this Agreement (the "Application and Permit"), and any objects (e.g. cars, planes) and, without limitation, any artwork, names, phone numbers, characters, likeness, products, trademarks, service-marks, trade-names, logos, copyrighted material and/or other materials and intellectual property rights related to or located on the Premises.
3. Producer shall indemnify and hold Lessor harmless of and from any claims for property damage or bodily injury directly caused by Producer's intentional or negligent activity on the Premises during its actual occupancy thereof.
4. Producer agrees to leave the Premises in as good order and condition as when received, normal wear and tear, force majeure, and permitted use excepted.
5. Producer may take exclusive possession of said Premises on or about April 9, 2008 (subject to change by Producer due to changes in the production schedule or force majeure) and may use, enter and re-enter the Premises until the completion of all photographing for which Producer desires to use said Premises, estimated to be for a period of seven (7) hours from approximately 8:00 A.M. until 3:00 P.M. (the "Production Period").
6. Producer is hereby granted the right after the Production Period terminates to re-enter the Premises for the purpose of photographing and/or recording retakes, added scenes, process shots and the like, provided that Producer receives written permission from Lessor for a mutually agreeable date and time for Producer to re-enter the Premises, which permission shall not be unreasonably withheld. Producer shall pay to Lessor the agreed upon sum, prorated of the duration of any such additional use. In addition, in the event that the Premises are then occupied by a third party, Producer shall negotiate in good faith with said third party with respect to a re-location allowance to be paid by Producer to such third party for the duration of Producer's use of the Premises for any such re-shoots, etc.
7. If, due to illness of actors, director, producer, director of photography or other essential artists or crew, weather conditions or any other occurrence beyond Producer's control, Producer is prevented from starting work on the date designated or, due to such event Producer is interrupted from continuing such work, Producer shall have the right to use the Premises at a later date to be mutually agreed upon or, at Producer's option, to suspend and extend the term hereof without further payment to Lessor.
8. For all rights granted to Producer hereunder and all representations and warranties entered into by Lessor, and for use of the Premises during the entire Production Period, Producer shall pay Lessor full and final consideration in accordance with the Cost Summary substantially in the form attached hereto as "Exhibit A" (the "Cost Summary"), with a refundable security deposit of \$500 paid to the Lessor no later than 5:00 P.M. on April 8, 2008. Producer shall also provide to Lessor proof of insurance in accordance with the limits listed on the Cost Summary.
9. Lessor hereby represents and warrants that (i) Lessor is the sole owner of or the agent for said Premises; that Lessor is fully authorized to enter into this Agreement and to grant Producer the use of said Premises and each and all of the rights herein granted; (ii) Lessor shall not interfere or allow (or encourage) interference with Producer's use and enjoyment of the Premises or the rights granted to Producer hereunder; and (iii) no other rights, clearances or permissions shall be necessary (including, without limitation, from any tenants of the Lessor (if any)), and that no other payments shall be necessary (including, without limitation, to any tenants of the Lessor (if any)) in connection with Producer's use of the Premises. Lessor shall indemnify and hold Producer harmless from and against any and all loss, cost, liability, damages or claims (including attorneys' fees) of any nature arising from any breach of any warranty made by Lessor in this Agreement.
10. Lessor hereby acknowledges that as between Lessor and Producer, Producer shall own all right, title and interest, under copyright and otherwise, in and to the Results and the Picture throughout the universe in perpetuity for all purposes and uses in Producer's sole and absolute discretion, including, without limitation, the use of the Results in connection with the production, distribution, exploitation, marketing, sale, exhibition, advertising or promotion of the Picture and any and all derivative works, allied, ancillary and/or subsidiary rights thereof and other productions, in any and all media, means, methods or processes, now known or hereafter devised. 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

Producer and/or any other party arising out of any use or non-use of said Results. Lessor agrees that Lessor will not assert or maintain against Producer any claim of any kind or nature whatsoever, 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.

11. Lessor shall not make or authorize any photography, advertising or publicity in connection with the Picture without Producer's prior written consent.

12. In the event of any breach of this Agreement by Producer or Lessor, either party hereto shall be entitled to its remedies at law or in equity. Lessor acknowledges that once production of the Picture has begun on the Premises, Producer's damages for a breach may be in excess of the consideration payable to Lessor hereunder, or the Premises may have become of such unique value that monetary damages would be insufficient, entitling Producer to equitable relief.

13. Producer may assign this Agreement, but will remain liable for its performance. This Agreement will be binding on and inure to the benefit of all successors and assigns forever. This Agreement, in addition to the (i) Application and Permit and (ii) Billing Agreement for Master Film Permit, of even date herewith, which shall be fully incorporated herein as if it originally made part of this Agreement, contain the entire understanding of the parties regarding its subject matter and supersede all prior negotiations, understandings or representations. No modification of this Agreement will be effective unless in writing signed by both parties.

14. Notices may be sent by first class mail, postage pre-paid, properly addressed or by personal delivery. All notices shall be deemed to have been given upon the earlier of (i) actual receipt or three (3) business days after deposit in the US mail. All notices shall be given at the address indicated below or such other address as a party may indicate:

To Producer

To Lessor

Detrick Stanford  
Director, Parks and Recreation Department  
2300 Hwy. 138, S.E.  
Jonesboro, GA 30236

15. This Agreement shall be construed and interpreted pursuant to the Laws of the State of Georgia as it applies to contracts entered into and performed wholly within Clayton County, Georgia. This Agreement may be executed via facsimile and such facsimile copy shall constitute an original copy of this Agreement.

**AGREED TO AND ACCEPTED BY:**

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

CLAYTON COUNTY, GEORGIA  
("Lessor")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Eldrin Bell  
Commissioner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Cost Summary

<b>Event Costs</b>	<b>Price</b>
<b>Facility Cost</b>	\$500.00
Lower Lake usage (Staging area- beach parking lot and upper lake area) 5am till 4pm	\$500.00
<b>Personnel Costs:</b>	
3 Police Officers 11 hrs x \$30/ hr.	\$990.00
Park staff (5am until 8am) open gate 1X 3hrs X \$10/hr	\$30.00
	<b>\$1020.00</b>
<b>Other Service Fees</b>	\$500.00
Refundable Security Deposit	\$500.00
 Family Productions, LLC must provide \$1,000,000 of liability insurance. Clayton County, GA, its employees, elected and appointed officials, volunteers, boards and authorities shall be named as Additional Insureds on Commercial General Liability, Auto Liability and Excess/ Umbrella Liability policies. Also, Family Productions, LLC shall provide evidence of Professional Liability insurance in an amount not less than \$1,000,000.	 Provide proof
 Personnel cost will be paid directly to individuals through a contractual service agreement. Process will be developed to ensure payment will be received.	
 Total Miscellaneous Costs: Supplies: Trash Bags, Clean-up, Set-up, Sound check time	
 <b>TOTAL AMOUNT-event cost</b>	<b>\$1520.00</b>
<b>DEPOSIT UPON AGREEMENT APPROVAL</b>	<b>Paid in Full (PLUS \$500 SECURITY DEPOSIT)</b>
 <b>BALANCE DUE BEFORE EVENT</b>	<b>\$1520.00</b>

**\*Other options may be available and can be discussed during development stage.**

**Standard Disclaimer:** The numbers represented above are to be used as an estimate for the projects discussed. The above Cost Summary does in no way constitute a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before being locked in by a binding contract.