

**Village of Mantua, Ohio**  
**RESOLUTION 2021-06**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RETROACTIVE  
LOCATION AGREEMENT WITH THE HUNTING FILM LLC, RELATING TO  
FILMING AT VARIOUS LOCATIONS OWNED BY THE VILLAGE.**

**WHEREAS**, on July 29, 2020, this Council approved, by motion, the request of Mark Hamer of Garage Creative Studios to film a movie at various village-owned locations within Mantua Village; and

**WHEREAS**, the Village has been supplied with a formal location agreement relating to the filming, which this Council desires to authorize the Mayor to retroactively approve.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Village of Mantua, a majority or more of the members elected thereto concurring, that:

**SECTION 1:** This Council hereby authorizes the Mayor to execute, on behalf of the Village of Mantua, the Location Agreement attached hereto as "Exhibit A" and incorporated herein by reference, with a retroactive effective date of October 21, 2020.

**SECTION 2:** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3:** This Resolution shall become effective after passage by at least a majority of the members elected to the Mantua Village Council at the earliest time allowed by law.

**PASSED IN COUNCIL** this 19<sup>th</sup> day of January, 2021.

Attest:

\_\_\_\_\_  
Linda Clark, Mayor

\_\_\_\_\_  
Jenny August, Clerk of Council

I hereby certify the above Resolution was posted at the five (5) public notice locations in the Village of Mantua, Ohio, on the \_\_\_\_ day of January, 2021.

\_\_\_\_\_  
Jenny August, Clerk of Council

Approved as to legal form:

\_\_\_\_\_  
Michele Stuck, Solicitor

**Village of Mantua, Ohio**  
**RESOLUTION 2021-06**  
**"Exhibit A"**

**LOCATION AGREEMENT**

**THIS LOCATION AGREEMENT** is entered into as of October 21, 2022 between The Hunting Film, LLC ("Production Company"), with an address of 6330 Miller Road, Brecksville, Ohio, 44141, on the one hand, and The Village of Mantua, Ohio ("Lessor"), with its principal place of business at 4650 High Street, Mantua, Ohio 44255, on the other hand, regarding the use of the Premises described below in connection with the production of the full length motion picture presently entitled "*The Hunting*" (the "Picture").

1. The "Premises" refers to the premises (including all structures and property thereon) located at:

4650 High Street, Mantua, Ohio 44255

Hillside Cemetery, Mantua, Ohio 44255

Buchert Park. E. Mantua, Ohio 44255

2. For good and valuable consideration in the amount set forth below (the "Fee"), including the possibility of the Premises appearing in the Picture, the sufficiency of which is hereby acknowledged, payable to Lessor no later than the commencement of the Term herein, Lessor hereby grants to Production Company and its employees, contractors, agents, licensees and assigns: (a) the exclusive use of the Premises together with access to and from said Premises for personnel and equipment, for use in connection with the rehearsal, photographing, filming, and/or recording of scenes in connection with the Picture and undertaking related activities; (b) the right to erect and maintain temporary sets, props, signs, and structures on the Premises; (c) the right to photograph (via still and moving photography) said Premises, sets, props, signs, and structures (including the exterior and interior of structures on the Premises), using identifying features thereof (including, without limitation, any trademarks, tradenames, and logos owned or controlled by Lessor); and (d) the right to recreate and photograph the Premises, sets, props, signs, and structures at another location, within Production Company's sole discretion. Production Company shall have the right to photograph, record, and depict the Premises, accurately or otherwise, as Production Company may choose, using the actual or fictional name and/or trademark and identifying features thereof. Production Company shall not be required to utilize the Premises in the production of the Picture nor to incorporate scenes taken at the Premises into any version of the Picture, except at Production Company's sole discretion. These rights include, without limitation, copyrights, promotional, assignment, and license rights as to any portion of the still pictures, motion pictures, videotapes, photographs, and/or sounds recorded on the Premises (together with all rights of extension or renewal), in any and all media, whether currently existing or not. Production Company may lawfully and properly exhibit, advertise, exploit, and promote the Picture or any portion thereof, whether or not the Premises are utilized or identified in the Picture, without limitation, in any and all media which currently exists or which may exist in the future in all countries, in perpetuity. The expiration or termination of this Agreement for any reason shall not affect Production Company's sole and exclusive ownership of all rights granted to it under this Agreement or any warranty, representation, indemnity, or other undertaking given by Lessor hereunder. These rights shall be and remain vested in the Production Company, its successors and assigns, and Production Company shall own and have the right to use these photographs or recordings in any lawful and proper manner Production Company may desire. The Fee and Payment Schedule are as follows:

\$0

3. The term hereof (the "Term") shall commence on or about November 13, 2020, and will terminate on or about December 9, 2020 (subject to change by Production Company due to changes in the

production schedule or force majeure). A detailed breakdown of the Term and Production Company activities is as follows:

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If following the expiration of the Term, Production Company requires additional use of the Premises in connection with the Picture, Lessor shall permit Production Company to re-enter and use the Premises on additional dates subject to Lessor’s approval, such approval not to be unreasonably withheld.

4. It is understood and agreed that Production Company shall be permitted to terminate this Agreement at any time up to twenty-four (24) hours prior to the commencement of the Term within its sole discretion. In the event of any such termination by Production Company, Lessor shall promptly refund any security (or other) deposit made by Production Company, if applicable.

5. No later than the expiration of the Term, Production Company shall remove from the Premises all structures, equipment ,and other materials placed thereon by Production Company.

6. Lessor shall not make or authorize any photography, advertising, or publicity in connection with the Picture without Production Company’s prior written consent, including, but not limited to, Facebook, Twitter, Foursquare, Pinterest, IMDB or IMDBpro, without Production Company’s prior written consent, which consent can be withheld at Production Company’s sole discretion. Lessor shall keep in strictest confidence and shall not disclose to anyone any information or materials of any kind relating to the Picture (collectively, the “Confidential Information”). In addition, Lessor will not advertise or promote the appearance of the Premises in the Picture or receive or generate any monetary advantage from the appearance of the Premises in the Picture, or authorize anyone else to do so.

7. Production Company agrees to name Lessor as an additional insured on Production Company’s Commercial General Liability policy in connection with the Picture. Production Company agrees to leave the Premises in as good order and condition as when received, with the exception of normal wear and tear. Production Company will indemnify, hold harmless, and release Lessor from any and against loss or liability incurred by Lessor as a result of any property damage or personal injury resulting directly from any grossly negligent act or omission on Production Company’s part in connection with Production Company’s use of the Premises during the Term. Production Company shall not be responsible for any damage or injury caused by the negligence or misconduct of Lessor or Lessor’s employees, contractors, or agents. Any claim by Lessor that Production Company is responsible for any damage or injury must be made by written notice (setting forth the particulars of such claim(s)) to Production Company within five (5) days after expiration of the Term, or such claim(s), if any, shall be waived.

8. Production Company shall own all rights of every kind, nature, and description in and to all photographs and recordings made on or about said Premises during the Term and shall have the perpetual and universal right to use (or not to use, in Production Company’s sole and absolute discretion) such photographs and/or recordings in any and all manners, formats, and media (whether now known or hereinafter devised) it may desire, without limitation or restriction of any kind, nature or description, in perpetuity throughout the universe. Lessor hereby waives the benefits of any provision of law known as “droit moral” and/or “moral rights” or any similar law in any jurisdiction of the universe.

9. Lessor hereby represents and warrants that: (a) Lessor is the owner or the agent for the owner of the Premises and has the right and authority to make and enter into this Agreement and to grant Production Company the use of Premises and each and all of the rights set forth herein; (b) it is not necessary for Production Company to obtain the consent or permission of, or to pay any amounts to, any other person, corporation, or entity in order

to enable Production Company to enjoy the full rights to the use of the Premises as described herein; (c) Lessor will take no action nor allow or authorize any third party to take any action which might interfere with the full use and enjoyment of the Premises by Production Company as described herein; (d) Lessor is subject to no obligation or disability and there are no outstanding contracts or commitments of any kind which conflict with this Agreement or which might limit, restrict, or impair Production Company's use and enjoyment of the Premises or the rights granted to Production Company hereunder; (e) Lessor will remove any and all firearms from the Premises for the duration of the Term; and (f) Lessor shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of Lessor. To the extent that funds are subsequently properly appropriated and certified for such purposes, in connection with activities conducted in connection with this Agreement, Lessor agrees to defend Production Company and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Lessor to Production Company.

10. Lessor agrees that Production Company may assign this Agreement, in whole or in part, at any time, to any person or entity and that this Agreement shall inure to the benefit of Production Company's successors and the distributor(s), licensees and exhibitors of the Picture.

11. In the event of a breach of this Agreement, Lessor's remedies shall be limited solely to an action at law for monetary damages actually suffered by Lessor, if any. In no event shall Lessor be entitled to restrain or otherwise interfere with the financing, development, production, post-production, exhibition, promotion, distribution, advertising, promotion, and/or other exploitation of the Picture.

12. Lessor releases and discharges Production Company, its employees, agents, licensees, successors, and assigns from any and all claims, demands, or causes of actions that Lessor may have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right arising out of or relating to any of the rights granted herein.

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

14. This is the entire agreement between the parties concerning the subject matter herein and supersedes any prior agreement, written or oral, and may not be changed except by another writing signed by the parties. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. **This Agreement shall be interpreted in accordance with the laws of the State of Ohio, applicable to agreements executed and to be wholly performed therein, and the parties hereto hereby submit to the exclusive jurisdiction of the courts located in Cleveland, Ohio.** If any provision of this Agreement is adjudged to be void or unenforceable, same shall not affect the validity of this Agreement or of any other provision hereof. This Agreement may be executed in counterparts by facsimile, scan (i.e., pdf), or email signatures, each part of which when executed shall be deemed an original for all purposes, and all of which when taken together shall constitute one and the same document, fully binding and with full legal force and effect.

**[SIGNATURE BLOCK FOLLOWS ON NEXT PAGE]**

**The Hunting Film, LLC**

By: Mark Hamer  
(Production Company's Signature)

Mark Hamer

Print Name

Producer

Position

1/11/21

Date

**Lessor of Premises**

By: \_\_\_\_\_  
(Lessor or Lessor's Agent)

Print Name

Position

Date

Company

Address

Phone /Fax

Tax ID #