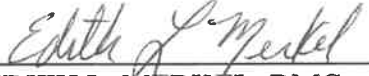


TOWNSHIP OF CLARK
Resolution 23-48
March 6, 2023

BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, State of New Jersey that it does hereby authorize the Mayor and/or Business Administrator to execute an Agreement between Clark Township (Owner) and OCARINA INCIDENT LLC (Producer) with an address of 31 W 27th St. 11th Floor, New York, NY 10001 for use of the Recreation Center to film a motion picture on the specified dates between April 23, 2023 and May 11, 2023 and that the Producer agrees to pay the Owner the Fee of \$25,000.00 (Twenty Five Thousand Dollars) due before the first Shoot Day at the Property.

ATTEST:


EDITH L. MERKEL, RMC
Township Clerk

APPROVED:


WILLIAM F. SMITH
Council President

Res23/3-6AuthFilmingatRecCenter-OCARINA

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese			✓			
Hund			✓			
Mazzarella			✓			
Minniti			✓			
O'Connor			✓			
Toal			✓			
Smith			✓			
Entire Council	✓	✓				
TOTAL			7			

LOCATION HOLDING AREA/PARKING/LIGHTING POSITION AGREEMENT (NON-FILMING)
"Y2K"

Date of Agreement ("Agreement")	Tuesday, April 11, 2023
Property Name and Address ("Premises")	Clark Township Municipal Pool 201 Oak Ridge Road Clark, NJ 07066
Property Owner and/or Tenant and/or Agent ("Signatory")	Township of Clark, NJ
Production Company ("Producer")	OCARINA INCIDENT LLC
Project Name ("Project")	"Y2K"
Dates of Use ("Term")	Wednesday, May 3rd 2023 through Tuesday, May 9th, 2023
License Fee ("Fee")	\$5,000.00 (Five Thousand Dollars)

1. Grant. In consideration for the Fee set forth above, Signatory hereby irrevocably grants to Producer, and its affiliates, successors, agents, licensees, assigns, employees, independent producers, contractors, suppliers and other persons connected with the Project (all of whom are including in the term "**Producer**") the right to enter and remain upon the Premises for the purpose of holding cast, crew, and other production staff, and/or parking cast, crew, and production vehicles, and/or placing production equipment, including without limitation, lighting equipment, during the Term, as applicable and agreed upon by the Parties.

2. Payment. The Fee shall be payable as follows:

\$5,000.00 due before Wednesday, May 3rd, 2023

3. Usage. Signatory hereby waives and relinquishes any right to terminate or rescind this Agreement or any of the rights granted to Producer hereunder. Signatory agrees Producer is not obligated to actually use the Premises. Producer may, at any time prior to the commencement of the Term, elect not to use the Premises by giving Signatory notice of such election, in which case neither party shall have any further obligation to the other. In addition, if for any reason Producer does not require the use of the Premises for all of the Term set forth above, then the Fee shall be prorated based upon the number of prep/strike days and film days actually used.

4. Representation and Warranties. Signatory warrants, represents, and agrees that (a) Signatory has the sole right and authority to enter into this Agreement and grant to Producer all of the rights set forth herein and sign this Agreement; (b) it is not necessary for Producer to obtain the consent of any other person or entity in order to exercise the rights granted to Producer herein; (c) Signatory shall disclose all known defects (latent or otherwise) likely to cause personal injury or damage to property; and (d) Signatory shall disclose the existence of hazardous materials, substances, and environmental factors likely to cause adverse health effects in connection with the use of the Premises.

5. Indemnifications. Producer shall indemnify and hold Signatory harmless from and against any and all claims, liabilities and costs (including reasonable outside attorneys' fees) arising out of or based upon personal injuries, death, or property damage (reasonable wear, tear, force majeure and permitted use excepted) resulting directly from any negligent act by Producer in connection with the use of the Premises, to the extent such claims, liability or loss do not arise from Signatory's negligent or intentional acts; provided, that any and all claims of damage and/or injury shall be presented in writing to Producer no later than five (5) business days after the conclusion of the Term. Producer shall have the right to

inspect the alleged damage and shall have the first opportunity to repair any such damage ("Claim"). In the event a Claim is not submitted to Producer, Signatory agrees to execute and deliver to Producer the location release ("Location Release"), attached hereto as Exhibit "A" and incorporated herein by this reference. If Signatory fails to execute and deliver the Location Release to Producer and a Claim has not been submitted to Producer by Signatory within 48 hours after the completion of a joint inspection of the Premises, the terms of the Location Release shall automatically be deemed accepted by Signatory and incorporated herein by this reference. Signatory shall indemnify and hold Producer, and its affiliates, successors, agents, licensees, assigns, employees, independent producers, contractors, suppliers and other persons connected with the Project harmless from and against any and all claims, liabilities, costs (including but not limited to, reasonable outside attorneys' fees) and suits arising out of Signatory's breach of this Agreement.

6. Force Majeure. If by reason of, without limitation, any accident, fire, explosion, casualty, epidemic, act of God, earthquake, flood, torrential rain, weather conditions, strike, walkout, material picketing, lockout, labor dispute, embargo, unavailability of essential materials, equipment, transportation, power or other commodity, delay of common carrier, laboratory or any other provider of essential supplies, equipment or other facilities, civil disturbance, riot, act of terrorism (whether domestic or foreign), war or armed conflict (whether or not there has been an official declaration of war), the enactment of any law, any municipal ordinance, the issuance of any executive or judicial order or decree, disease, pandemic, communicable or contagious illness or virus, regional or national health emergency, travel warning, or other health advisory event, and/or the death, illness, incapacity, unavailability or material default (including refusal to perform) of the director or any principal cast member or other cause in the nature of force majeure beyond the control or influence of Producer, whether similar or dissimilar to any of the foregoing, and whether or not foreseeable, which causes an interruption of or materially interferes with the preparation, commencement, production, post-production or completion of the Project (each an "**Event of Force Majeure**"), that makes the Term impracticable and/or interrupts any work in progress during the use of the Premises by Producer, then Producer shall have the right, at Producer's election to: (a) suspend and/or extend the Term to another date as agreed upon by Producer and Signatory and no Fee or compensation shall accrue or become payable to Signatory hereunder during the period of such suspension except for that portion of the Fee or compensation which has accrued and is unpaid as of the date of such suspension; or (b) terminate this Agreement on notice to Signatory with no further obligation except to pay that portion of the Fee due and owing as of the date of termination. Notwithstanding the foregoing, Producer shall further have the right to terminate this Agreement at any time upon reasonable notice to Signatory, without penalty or obligation to Signatory, in the event of Signatory's breach or default of this Agreement.

7. Restoration of Premises. Producer agrees to return the Premises to which the Agreement applies in as good a condition as received at Producer's reasonable cost when the Term expires, reasonable wear, tear, force majeure, and permitted use excepted. Producer shall have the right and agrees to remove all of its vehicles, material and equipment from Premises upon completion of the Term.

8. Remedies. In the event of any claim by Signatory against Producer, whether or not material, Signatory shall be limited to Signatory's remedies at law for damages, if any, and Signatory hereby waives any right or remedy in equity including, without limitation, the right to seek or obtain injunctive or other equitable relief or to otherwise enjoin, restrain or interfere with, in any manner, the production, distribution, broadcast, exhibition, promotion or other exploitation of the Project. Signatory acknowledges that Producer is relying on the rights granted by Signatory and that any breach by Signatory of this Agreement shall cause Producer irreparable damage which cannot be fully compensated for by monetary damages. Accordingly, without limiting any other right or remedy of Producer, Signatory agrees that in the event of any breach of this Agreement by Signatory, Producer shall be entitled to all available remedies at law or in equity. Signatory acknowledges that once production of the Project has begun on the Premises, Producer's damages for a breach may be in excess of the consideration payable to Signatory hereunder, or the Premises may have become of such unique value that monetary damages would be insufficient, entitling Producer to equitable relief.

9. No Promotion. Signatory agrees that Signatory has not paid any money or other valuable consideration to Producer for the inclusion of the Premises in the Project, nor has Signatory paid any money to anyone or accepted any money from anyone for the inclusion of any promotion, reference, or product identification on the Premises.

10. Confidentiality. Signatory hereby agrees to keep and retain in the strictest confidence all information and materials disclosed to or obtained by Signatory concerning or relating to the Project and/or Producer.

11. Assignment. Producer shall have the unrestricted right to assign Producer's rights pursuant to this Agreement to any third party. Signatory shall not have the right to assign this Agreement, in whole or in part, at any time, to any person

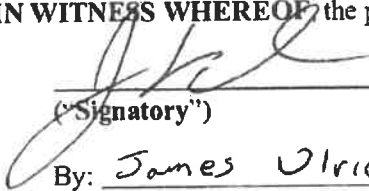
or entity except in the event of a sale of the Premises, or any portion thereof. In the event that Signatory sells the Premises, or any portion thereof, Signatory shall cause the purchaser to assume in writing all of Signatory's obligations hereunder and otherwise complies with all of the provisions hereof.

12. Additional Terms (if any). Contract is for use of Clark Township Municipal Pool as Parking for Basecamp, Breakfast, and Crew Personal Vehicles. Crew may leave vehicles in parking lot in overnight between shoot days and over the single weekend between shoot days.

Please initial the additional provisions above (if any). If space above is insufficient, parties may attach an addendum to this Agreement as an Exhibit "B". **Please note any additional provisions must be reviewed by production counsel prior to execution of this Agreement.**

13. Miscellaneous. This Agreement constitutes the complete understanding of the parties with respect to the subject matter of this agreement and cannot be changed except by an instrument in writing signed by the parties. This Agreement shall be construed and enforced in accordance with the laws of the State of New York pertaining to agreements made and performed in New York. The courts located in New York (state and federal), only, will have jurisdiction of any controversy regarding this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York and not elsewhere.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.



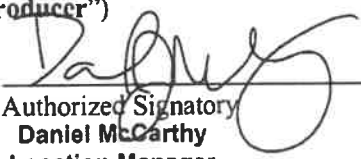
("Signatory")

By: James Ulrich

Title: Business Administrator

OCARINA INCIDENT LLC

("Producer")

By: 

Authorized Signatory

Daniel McCarthy

Location Manager

4/11/2023

SIGNATORY CONTACT INFORMATION

Attention: James Ulrich

Address: 430 Westfield Ave
Clark NJ 07060

Telephone: _____

Email: _____

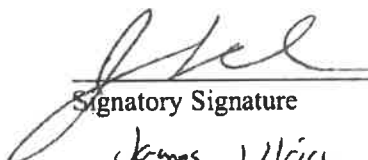
Exhibit "A"

ACKNOWLEDGMENT AND RELEASE

Ladies and Gentlemen:

Reference is made to the location agreement ("Agreement") dated as of 4/11/23 between the undersigned ("Signatory") and OCARINA INCIDENT LLC ("Producer") with respect to Producer's use, as described in the Agreement, of the Premises located at 201 OAKRIDGE RD, CLARK, NJ 07066 (the "Premises"), in connection with the project currently entitled "Y2K."

1. Signatory agrees that Signatory has inspected the Premises upon the completion of Producer's use thereof. In accordance with the terms and conditions of the Agreement, Signatory further agrees that: (i) no damage was caused to the Premises by Producer; (ii) said Premises has been satisfactorily restored to its prior condition; or (iii) Signatory has received adequate and satisfactory compensation to cover all costs necessary to restore the Premises to its prior condition.
2. Signatory hereby releases Producer of and from any and all duties and obligations and from any and all claims, demands and/or causes of action of any kind or nature whatsoever that Signatory (including any of Signatory's heirs, successors, licensors and/or assigns) may have against Producer either in connection with the Premises, the subject matter of the Agreement, or otherwise.
3. This Acknowledgment and Release shall be binding upon and shall inure to the benefit of Producer and its successors, licensees and assigns.
4. This Acknowledgment and Release shall be construed and enforced in accordance with the laws of the State of New York.
5. This Acknowledgment and Release shall in no way be deemed to limit or otherwise affect the rights granted to Producer by the undersigned under the Agreement.



Signatory Signature
James Ulrich

Print Name

LOCATION AGREEMENT

Date of Agreement ("Agreement")	March 22 nd , 2023
Property Name and Address ("Property")	Clark Recreation Center 430 Westfield Ave Clark, NJ 07066
Property Owner and/or Tenant and/or Agent ("Owner")	Township of Clark, NJ
Production Company ("Producer")	OCARINA INCIDENT LLC
Project Name ("Picture")	"Y2K"
Dates of Use ("Term")	Prep: Tuesday, April 23 rd , 2023 through Tuesday, May 2 nd , 2023 Weekend Holdover (No Activity): Saturday, April 29 th and Sunday, April 30 th , 2023 Shoot: Wednesday, May 3 rd through Tuesday, May 9 th , 2023 Weekend Holdover (No Activity): Saturday, May 6 th , and Sunday, May 7 th , 2023 Wrap: Wednesday, May 10 th , 2023 through Friday, May 12 th , 2023
License Fee ("Fee")	\$29,500.00 (Twenty Nine Thousand Five Hundred Dollars) *plus payment for on-site personnel, to be invoiced (\$2,500 per day for any additional shoot days)

This Agreement is between Owner, with an address of 430 Westfield Avenue, Clark, NJ 07066, and OCARINA INCIDENT LLC (together with its successors and assigns, licensees, employees, agents, independent contractors, and suppliers, all of whom are included in the term, "Producer"), with an address of 31 W 27th St. 11th Floor, New York, NY 10001, in connection with the Picture. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PROPERTY:** The Property, as used herein, shall refer to the real and personal property located in, on and/or about the following premises: Clark Recreation Center, 430 Westfield Avenue, Clark, NJ 07066 including, without limitation, (a) all interior and exterior areas, buildings and other structures located in, on and/or about the Property, (b) any signs, logos and verbiage located in, on and/or about the Property, (c) any other identifying features of the Property, and (d) any property necessary to provide access to and egress from the Property. Producer shall have the right to use the real name of the Property or a fictionalized name, at Producer's discretion.

2. **PERMISSION:** Owner irrevocably grants to Producer the right to (a) enter upon, record, photograph (including, without limitation, by means of motion picture, still or video device photography) and use the Property for the periods set forth in Paragraph 3 below; (b) bring Producer's vehicles and equipment (including temporary sets) onto the Property for the purposes of erecting, maintaining and dismantling temporary motion picture sets and structures and recording and photographing the Property as set forth herein; (c) use the electricity, gas, water and other utilities on the Property; and (d) move or remove temporarily furniture or furnishings present on the Property. Producer shall also have the right to refer to the Property or any part thereof by any fictitious name and attribute any fictitious events as occurring on the Property. Furthermore, Owner grants Producer permission to replicate the Property by constructing a set at a separate location, duplicating all or any part of the Property for the purposes of completing Producer's scheduled work, or for filming retakes, added scenes, advertisements or promotions in connection with the Picture. In addition to the foregoing, any additional activities on the Property are as follows:

Parking of Production vehicles on site, use of Cafeteria and Yoga Room as Holding and catering space for cast and crew.

3. **TERM:** Producer may exclusively use the Property during the Term. The Term dates may be modified by Producer (with notice to Owner) due to any changes in the production schedules or for any "force majeure" as defined in Paragraph 4

below. If Producer requires additional use of the Property prior or subsequent to the Term dates (as modified, if applicable), then Producer may so use the Property subject only to the payment of additional fees computed on a pro rata basis with respect to the sums payable pursuant to Paragraph 5 below.

4. **FORCE MAJEURE:** As used herein, "force majeure" shall mean the incapacity of a cast or crew member, illness of actors, director or other essential artists and/or crew, weather conditions, defective film or equipment, fire, earthquake, pandemic, epidemic, act of God or public enemy, governmental regulation, terrorist attack or threat thereof, or any other occurrence beyond Producer's control. If Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Property by Producer due to an event of force majeure, Producer shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth in Paragraph 3.

5. **PAYMENT:** As full and complete consideration for Producer's use of the Property during the Term and the rights granted herein, Producer agrees to pay Owner the Fee (inclusive of utilities) as follows:

\$25,000.00 (Twenty Five Thousand Dollars) due before first Shoot Day at Property.

Producer may, at any time twelve (12) hours prior to the Start Date, elect not to use the Property, in which case neither party shall have any obligation hereunder. In the event Producer desires to photograph retakes or other scenes on the Property within 12 months of the completion of the Term, Producer may re-enter upon and use the Property for such period(s) as may be reasonably necessary therefor upon dates to be mutually approved by Owner and Producer. For any such additional period(s) of usage, Producer shall pay the rates set forth in Paragraph 5 above, or a pro-rated portion thereof, as applicable.

6. **OWNER'S WARRANTIES:**

(a) Owner represents, warrants and agrees that: (i) Owner is the sole and exclusive legal owner (or agent of the sole and exclusive owner) of the Property and has the full right, power and authority to grant Producer the rights granted to Producer hereunder; (ii) Owner will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Property in accordance with the terms hereof; (iii) Owner will pay all utility bills and taxes and timely do all other acts as are required to maintain the Property in usable condition for all uses by Producer contemplated hereunder; (iv) the Property is safe and suitable for the uses by Producer contemplated hereunder; (v) Owner has advised Producer of any defects or dangers of which Owner is aware in relation to the Property; and (vi) Owner has and will maintain liability and property damage insurance covering the Property in customary and adequate levels during the periods during the Term.

(b) Owner agrees to indemnify and hold Producer harmless from and against any and all claims, demands, liabilities and expenses (including, without limitation, reasonable outside attorneys' fees and costs) arising from or in connection with any breach of any of Owner's representations, warranties or agreements set forth herein.

7. **PRODUCER'S WARRANTIES:**

(a) Producer represents, warrants and agrees that: (i) Producer has the full right, power and authority to enter into this Agreement; (ii) Producer shall remove all equipment and temporary sets after completion of its use of the Property and leave the Property in as good condition as when entered upon by Producer, reasonable wear and tear excepted; and (iii) Producer will maintain liability and property damage insurance covering the use of the Property by Producer in customary and adequate levels during the periods set forth in Paragraph 3 above.

(b) Producer will indemnify and hold Owner harmless from and against any loss (which shall not include any incidental or consequential damages including, but not limited to, any lost profit), cost or damage arising out of any third party claim against Owner resulting from use of the Property by Producer; provided the foregoing indemnity shall not apply with respect to (i) claims arising out of a breach by Owner of any of Owner's representations, warranties and/or agreements hereunder; and/or (b) claims arising out of Owner's gross negligence or misconduct; and/or (iii) loss, cost or damage suffered by Owner relating to any settlement entered into without Producer's written consent.

(c) Upon completion of the Term, Producer and Owner shall jointly inspect the Property and Owner shall submit in writing to Producer a detailed list of any and all damages of the Property that Owner alleges Producer caused (the "Claim") within 48 hours after such inspection. Owner shall then authorize Producer's representatives to re-enter onto the Property to

inspect and assess the damages pursuant to the Claim. If Producer is responsible for said damages, Producer shall be given the opportunity to either correct the damage or make reasonable restitution in a timely manner. In the event a Claim is not submitted to Producer, Owner agrees to execute and deliver to Producer the location release ("Location Release"), attached hereto as Exhibit "A" and incorporated herein by this reference. If Owner fails to execute and deliver the Location Release to Producer and a Claim has not been submitted to Producer by Owner within 48 hours after the completion of the joint inspection, the terms of the Location Release shall automatically be deemed accepted by Owner and incorporated herein by this reference.

8. **RIGHTS:** All rights of every kind in and to all photography and sound recordings made hereunder (collectively the "Materials") shall be solely owned by Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use the Materials in and in connection with any motion pictures as Producer shall elect, and in connection with advertising, publicizing, exhibiting and exploiting such motion pictures and ancillary products thereof, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither Owner nor any other party now or hereafter claiming an interest in the Property and/or interest through Owner shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of the Materials.

9. **USAGE/REMEDIES:** Producer is not obligated to actually use the Property or to include or use any of the Materials in the Picture, or otherwise. In the event of any claim by Owner against Producer, whether or not material, Owner shall be limited to Owner's remedy at law for monetary damages, if any, and Owner shall not be entitled to enjoin, restrain or interfere with Producer's use of the Materials, the Picture and/or with the advertising, publicizing, exhibiting or exploitation thereof. Owner acknowledges and agrees that the Property is a primary location for use by Producer as part of the photography of a motion picture, and that any interference with use thereof by Owner during the Term shall cause Producer substantial monetary and other damage, which cannot be adequately compensated in an action at law for damages.

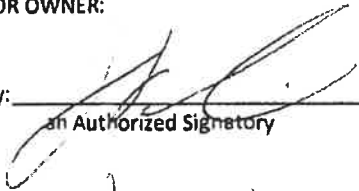
10. **PUBLICITY:** Owner shall not make or authorize any photography, advertising or publicity in connection with the Picture without Producer's prior written consent. Owner agrees not to disclose any creative and/or material information whatsoever about this Agreement or the Picture (including, but not limited to, details of conversations or events that transpire during Owner's engagement in connection with the Picture) without Producer's prior written approval in each instance. Owner shall not issue, or permit others to issue, information or statements (written or otherwise) concerning the Picture or any person or entity connected therewith. Owner shall not post to the Internet (including, without limitation, on Facebook, Twitter, YouTube or any other similar website or service) any audio, audiovisual or photography in connection with the Picture without prior written approval of Producer in each instance.

11. **MISCELLANEOUS:** Notices shall be sent to the parties in writing at the addresses set forth above. This Agreement is the entire agreement of the parties and shall replace and supersede all prior arrangements and representations, either oral or written, as to the subject matter hereof. This Agreement cannot be modified or canceled except by written instruments signed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of New York pertaining to agreements made and performed in New York. The courts located in New York (state and federal), only, will have jurisdiction of any controversy regarding this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York and not elsewhere. Owner agrees that Producer may assign this Agreement and its rights hereunder to any third party. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors, licensees and assignees.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

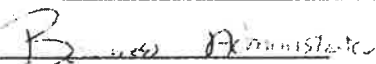
FOR OWNER:

By:


an Authorized Signatory

Print Name: James Ulrich

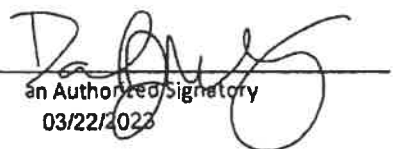
Title:

 Administrator

PROD PACK DOC #4 - LOCATION AGREEMENT.DOCX

OCARINA INCIDENT LLC

By:


an Authorized Signatory

03/22/2023

Print Name: Daniel McCarthy

Title: Location Manager

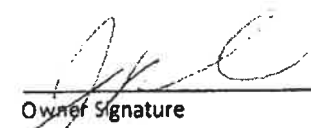
Exhibit "A"

ACKNOWLEDGMENT AND RELEASE

Ladies and Gentlemen:

Reference is made to the location agreement ("Agreement") dated as of 3-22-23 between the undersigned ("Owner") and OCARINA INCIDENT LLC ("Producer") with respect to Producer's use, as described in the Agreement, of the property located at Clark Recreation Center, 430 Westfield Avenue, Clark, NJ 07066 (the "Property"), in connection with the motion picture currently entitled "Y2K."

1. Owner agrees that Owner has inspected the Property upon the completion of Producer's use thereof. In accordance with the terms and conditions of the Agreement, Owner further agrees that: (i) no damage was caused to the Property by Producer; (ii) said Property has been satisfactorily restored to its prior condition; or (iii) Owner has received adequate and satisfactory compensation to cover all costs necessary to restore the Property to its prior condition.
2. Owner hereby releases Producer of and from any and all duties and obligations and from any and all claims, demands and/or causes of action of any kind or nature whatsoever that Owner (including any of Owner's heirs, successors, licensors and/or assigns) may have against Producer either in connection with the Property, the subject matter of the Agreement, or otherwise.
3. This Acknowledgment and Release shall be binding upon and shall inure to the benefit of Producer and its successors, licensees and assigns.
4. This Acknowledgment and Release shall be construed and enforced in accordance with the laws of the State of New York.
5. This Acknowledgment and Release shall in no way be deemed to limit or otherwise affect the rights granted to Producer by the undersigned under the Agreement.


Owner Signature

James White
Print Name