

PRODUCTION SERVICES AGREEMENT

(hereinafter called the "Agreement")

BETWEEN

ATLANTA EATS, LLC

of 455 East Paces Ferry Road, Suite 309, Atlanta, Georgia 30305
a Delaware limited liability company
(hereinafter called the "Producer")

AND

Orlando/Orange County Convention & Visitors Bureau, Inc. d/b/a Visit Orlando

Of 6277 Sea Harbor Drive, Suite 400 Orlando, FL 32821-8043
a 501(c)(6), not-for-profit corporation
(hereinafter called the "Client")

WHEREAS, the Client desires to engage the Producer, and the Producer desires to be engaged by the Client, to provide the services and materials described in Exhibit A hereto (respectively, the "Services" and the "Materials" and collectively, the "Final Deliverables") for the consideration set forth in Exhibit B hereto (the "Fee"); and

WHEREAS, the Client and the Producer have reached an agreement with respect to the terms and conditions upon which the Producer agrees to provide the aforementioned Final Deliverables and the Client will pay the Fee therefor.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto covenant and agree as follows:

1. **Deliverables and Fee:** The Producer shall provide the Final Deliverables described in Exhibit A to the Client, subject to the Client's cooperation and granting of access as requested in order to be able to provide such Final Deliverables. In consideration of Producer's timely performance of the Services and provided Producer is not in breach of this Agreement, the Client shall provide the Fee described in Exhibit B to the Producer in the manner set forth in Exhibit B. Client's payment obligation is conditioned on Producer's full performance and delivery of all the Final Deliverables. Each of the parties warrants that it is empowered to enter into this Agreement and to perform its obligations as described herein.
2. **Rights:** Producer agrees and shall cause its employees and any permitted subcontractors to agree, that with respect to any Final Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Final Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Final Deliverables do not constitute a "work made for hire," Producer hereby irrevocably assigns, and shall cause its employees and subcontractors to irrevocably assign to Client, in each case without additional consideration, all right, title and interest

throughout the world in and to the Final Deliverables. Client shall be the sole and exclusive owner of the “Final Deliverables”, with the right to edit, change, rearrange, use and display the Final Deliverables as Client determines in its sole discretion. Client shall and hereby does grant to Producer a, limited, royalty free, right and license (with the right to sublicense) to use and display the Final Deliverables in the form in which they are provided by Client to Producer solely as described in Exhibit A.

3. **Standard of Work:** The Producer warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, expressed or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise.
4. **Sub-Contracting:** The Producer reserves the right to assign or subcontract all or any part of the Services and production work hereunder, provided that Producer shall remain liable to Client for the acts and omissions of its subcontractors.
5. **Changes and Charges:** If the Client should request any changes to the Final Deliverables to be provided by the Producer, the parties will endeavor to agree on the change in the Fee payable by the Client in connection with such change. If the parties are able to so agree in writing, then the Fee and Final Deliverables shall be changed and Exhibit A and Exhibit B shall be amended to reflect such agreed upon changes in the Fee and the Final Deliverables.
6. **Force Majeure:** Neither party shall be responsible for delays or failures hereunder if such delay or failure arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, acts of terror, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather.
7. **Copyright Infringement:** Prior to delivery of the Final Deliverables, Producer shall obtain from all persons who are, or whose property is, identified, depicted, or otherwise referred to in the Final Deliverables, such written and signed licenses, permissions, waivers, and consents (the “Permission”) including those relating to publicity or privacy, as are or reasonably may be expected to be necessary for Client to exercise its rights the Final Deliverables, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such person; and prior to or concurrently with the delivery of each Final Deliverable, provide Client with a copy of each such fully executed Permission.
8. **Copyright Ownership:** The Client agrees and acknowledges that as between the Client and the Producer, the Producer is the sole party entitled to the copyright and

ownership of any intellectual property made or conceived by Producer before the effective date of this Agreement, or outside the scope of this Agreement.

9. **Project Assets:** The Producer shall retain ownership and copyright of all project files, wireframes, models, textures, reflections, artistic images and renderings and all other such proprietary property or trade secrets used in the creation of the Final Deliverables. Producer hereby grants to Visit Orlando a perpetual, worldwide, fully paid up, non-exclusive license to such materials that are incorporated or embedded into the Final Deliverables, subject to any limitations specified on Exhibit A.
10. **[Intentionally Deleted].**
11. **Indemnification and Insurance:** Each of the parties hereto shall indemnify and hold harmless the other and its members, managers, directors, officers, employees, servants and agents from and against any and all demands, claims, actions, causes of action, losses, costs, charges, expenses, damages or other liabilities of any, kind or nature (including reasonable attorneys' fees) arising out of this Agreement or provision of the Services, where caused directly or indirectly by the dishonesty, fault or negligence of that party. The parties shall each carry insurance coverage in types and amounts sufficient to satisfy its obligations (including indemnification) under this Agreement.
12. **Limited Liability:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, (I) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, COLLATERAL, INDIRECT OR PUNITIVE DAMAGES ARISING UNDER, OR RELATING IN ANY MANNER TO, THIS AGREEMENT, AND (II) THE PARTIES' LIABILITY UNDER, OR RELATING IN ANY MANNER TO, THIS AGREEMENT SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE FEE ACTUALLY PAID TO THE PRODUCER BY THE CLIENT UNDER THIS AGREEMENT. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION 12 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION 12 SHALL NOT APPLY TO THE PARTY'S INDEMNIFICATION OBLIGATIONS.
13. **Transportation of Goods:** Transportation of goods to the Producer's premises shall be at the Client's risk, and expense. Unless otherwise requested by the Client, materials will be shipped collect and a handling charge will be added to all prepaid shipments
14. **Loss or Damage:** The Producer does not insure and accepts no liability for loss or damage to products, props or other material goods supplied to the Producer for use in the Materials commissioned. Further, the Producer accepts no liability or responsibility for loss or damage to film, tapes, media drives, sound elements of other production materials remaining on the premises of the Producer at any time

and retains the right to destroy said materials one year after the completion of work. The Client agrees to indemnify and hold the Producer harmless from all liabilities arising out of or connected with the destruction or disposition of said materials.

15. **False, Misleading or Exaggerated Claims:** The Client hereby warrants to the Producer that any script or production materials provided by the Client contain no false, misleading or exaggerated claims. In this respect, the Client agrees to indemnify and hold harmless the Producer, its agents, servants and employees, from and against all claims, debts, demands suits and actions which may be brought against the Producer by any person or entity and any and all damages, losses, costs, expenses of any nature and kind whatsoever suffered or incurred by the Producer by anything arising out of any false, misleading, or exaggerated claims.
16. **Advertising:** Except as otherwise permitted under this Agreement, Producer shall not use Client's name, trademarks, logos, or other intellectual property (including in Producer's customer lists or any other Producer marketing materials) without Client's prior written permission in each instance. Such permission is in Client's sole discretion and may be revoked at any time.
17. **Assignment:** Except as otherwise provided in this Agreement, neither party shall transfer or assign this Agreement or its rights, functions or duties hereunder to any other person or persons without the prior written consent of the other party hereto.
18. **Termination:** Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach is not cured within 15 days of receipt of written notice of such breach. Any dispute with respect to any invoice from the Producer must be presented by the Client to the Producer in writing within thirty (30) days from date of invoice, failing which such invoice shall be deemed to have been accepted by the Client.
19. **Governing Law, Jurisdiction and Arbitration:** This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to principles of conflict of laws. Any controversy, dispute or claim arising out of or in connection with this Agreement, or the breach, termination or validity hereof, shall be settled by final and binding arbitration, in Orange County, Florida, administered by the American Arbitration Association or JAMS under its Commercial Arbitration Rules then obtaining. In the event of any procedural matter not covered by the aforesaid rules, the procedural law of the State of Florida shall govern. The decision or award of the arbitration shall be final and judgment upon such decision or award and an order of enforcement may be entered in the state or federal courts of the State of Florida and the parties consent to such courts as having venue and personal and subject matter jurisdiction hereunder and to service of process by registered mail, return receipt requested or by any other manner provided by law.
20. **Agreement Changes:** No modification of this Agreement shall be valid without the written consent of the parties hereto. Any written notice required or permitted under this Agreement shall be given to the other party via certified mail return


receipt requested or via personal delivery to the address set forth on the first page of this Agreement and shall be effective upon delivery. Notice of any change to a party's address shall be given forthwith in writing.

21. **Severability:** If any covenant or provision hereof should be determined to be void or unenforceable, in whole or part, it shall be severable" from, and shall not be deemed to affect or impair the validity of any other covenant or provision
22. **Cooperation:** Each of the parties hereby covenants and agrees to execute from time to time and without further consideration such further and other documents and instruments and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.
23. **Entire Agreement:** This Agreement contains all of the terms and provisions of the agreement between the parties related to its subject-matter and there are no oral understandings, statements or stipulations bearing upon the meaning and effect of this Agreement which have not been incorporated herein.
24. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
25. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of this 24 day of January 2020.

ATLANTA EATS, LLC


By: Jon Teplow
Its: 1/24/2020

**ORLANDO/ORANGE COUNTY
CONVENTION & VISITORS BUREAU, INC.
D/B/A VISIT ORLANDO**

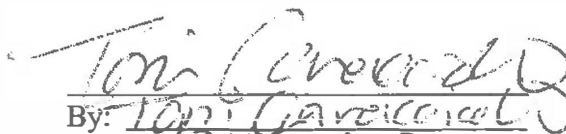

By: Toni Cavalcanti
Its: 1/24/2020

EXHIBIT A- FINAL DELIVERABLES

Video Production

- 1x long form 4- 6 minute video
- 12x short-form videos
- 2x Shoot Days
- 2x Brand Ambassadors
- 6x Filming Locations
- Capture of B-Roll from around town
- Client to receive 2x rounds of post-production revisions on each video

TV Media - 6 month flight

- TV: 6x airings of Atlanta Eats: On the Road during Atlanta Eats TV show (Sat 7-8p, Sun 10:30-11:30a) on Peachtree TV (WPCH)
- Billboards / Commercials: Airing of 32x :30 TV spots (destination to provide) or :15 second TV billboards (Atlanta Eats to create) during Atlanta Eats TV show (Sat 7-8p, Sun 10:30-11:30a) on Peachtree TV (WPCH)

Digital & Social Media

- Partner to receive landing page with custom information, and homepage on AtlantaEats.com website during flight - 6 months on AtlantaEats.com
- Atlanta Eats weekly email blast to include ad linking to partner webpage on AtlantaEats.com during flight - 4x inclusion in email
- Video content, links to landing page and promotion on Facebook - 4x Facebook posts
- Video content, links to landing page on Twitter - 4x Tweets
- Instagram photo & video posts, sharing of content - 2x Instagram posts

Filming cancellation policy: If Visit Orlando cancels a filming within 7 calendar days of confirmed date for any reason other than those described in Section 6 of this agreement "Force Majeure," a cancellation fee will be billed immediately and due upon receipt. For a confirmed ½ (one-half) of a shoot date the cancellation fee will be \$2600, a confirmed full shoot date will be \$5200.

Overtime policy: If the total amount of time exceeds four (4) hours for a confirmed ½ (one-half) of a shoot date, and the scope of the project only calls for a ½ (one-half) four (4) hour shoot, the client may be billed at \$500 per additional hour at the discretion of Atlanta Eats up to a maximum of \$1500. If the total amount of time exceeds eight (8) hours for a confirmed full shoot date, and the scope of the project only calls for an eight (8) hour shoot, the client may be billed at \$500 per additional hour at the discretion of Atlanta Eats up to a maximum of \$1500.

EXHIBIT B- FEE

INVESTMENT: \$34,200
50% upon signed contract.
25% before filming.
25% prior to airing.

Visit Orlando – AP INFO

Name: Caryn Ferraro

Email: caryn.ferraro@visitorlando.com

Phone: 407-541-4217

***Please remit payment to:**

Atlanta Eats

Attn: Accounting

455 East Paces Ferry Rd. NE #309

Atlanta, GA 30305

404.228.5453

accounting@atlantaeats.com