

## THROW, RETRIEVE, REPEAT & LUMBER JACK'S AXE THROWING INFLUENCER / FILMING AGREEMENT

1. **ACCESS.** Throw, Retrieve, Repeat, Inc (Provider) agrees to allow \_\_\_\_\_ (Producer) and its crew access to our location at 18425-A Nordhoff St. Northridge, CA so that they can film inside Lumber Jack's Axe Throwing in connection with the producer's program to be aired on \_\_\_\_\_, herein referred to as 'Program'.

Provider will allow filming in

- Within the facility's lobby
- Within axe throwing lanes
- Within the entire facility

and nowhere else inside the facility.

2. **EXPOSURE.** In full consideration of providing access to the Premises and any other benefit to Producer as provided hereunder, as well as all rights granted herein, Provider will receive the following exposure in the initial exhibition of no less than one (1) episode of the Program:
  - No less than two (2) visual exposures substantially in the form "Lumber Jack's Axe Throwing in Northridge, CA"; and
  - No less than two (2) verbal mentions in the form "Lumber Jack's Axe Throwing in Northridge, CA";
  - All content must abide by the requirements set forth in the influencer briefing (LJAT-Influencer-Briefing.pdf) unless otherwise discussed and agreed upon by all parties.

(Collectively, the "Exposure"). The exact placement, wording, and duration of any and all such Exposure can be determined by Producer.

3. **RIGHT OF REFUSAL.** The public release, sharing, and/or delivery of all footage captured must be approved by Provider prior to it being publicly released, shared, and/or delivered on any public platform or medium.

Upon being delivered the final cut of the production/episode, Provider has 48 hours to submit required edits.

All edits must be made before media is released publicly.

Provider has right to prohibit the release of any footage recorded at any time.

Once the final cut is approved by Provider and released publicly, any additional media created using footage needs to be approved by Provider before being released publicly.

If any footage previously unapproved by Provider is released to the public, legal action will be taken first to have content removed, then to attain damages. All damages incurred will be paid by Producer.

4. **CONFIDENTIALITY.** Producer shall keep in strictest confidence and shall not disclose to any third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Program) any proprietary information or materials of any kind, including without limitation, any information or materials concerning or relating to Provider or any other person or entity involved in any manner with the Program or concerning or relating to the Program that Producer reads, hears or otherwise acquires or learns in connection with this Agreement or otherwise (collectively, the "Information and Materials"). Producer acknowledges and agrees that the Information and Materials are confidential and the exclusive property of Provider, its licensees, successors and assigns. During and after the time that this Agreement continues in effect, Producer will not, directly or indirectly, divulge in any manner, or use or permit others to use, any of the Information or Materials. Producer acknowledges that a breach by Producer of the confidentiality provisions of this Agreement would cause Provider, its licensees, successors and assigns, irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law. Therefore, Producer hereby expressly agrees that Provider, its licensees, successors and assigns, shall be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of the confidentiality provisions of this Agreement by Producer. The termination of this Agreement shall not affect the continuing confidentiality obligations of Producer as set forth herein.
  
5. **MISCELLANEOUS.** This Agreement contains the parties' entire understanding relative to its subject matter. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Provider under law or contract. If any portion of this Agreement is deemed to be invalid, illegal or unenforceable for any reason, the remaining provisions shall nevertheless remain in full force and effect; provided, however, that the Agreement shall be voidable at the sole discretion of Provider should the aggregate of all such provisions found to be invalid or unenforceable materially affect the benefits and obligations of the parties to this Agreement as a whole. This Agreement may not be changed, modified, renewed, extended, or discharged or any covenant or provision hereof waived except by an agreement in writing signed by the party against whom enforcement of the change, modification, renewal, extension, discharge or waiver is sought.

**AGREED AND ACCEPTED:**

DATE \_\_\_\_\_

\_\_\_\_\_

PRODUCER SIGNATURE

By: \_\_\_\_\_

Its: \_\_\_\_\_

**THROW, RETRIEVE, REPEAT, INC.**



PROVIDER SIGNATURE

By: KAYDEN RESSEL

Its: Owner / CEO