MINT
LOCATIONS

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A global location service for still and motion shoots.

HOMEOWNER/AGENT AGREEMENT

This Agreement ("Agreement") is made as of the date you sign the incorporated Welcome Letter by and between Mint Locations LLC ("Agent") and You ("Homeowner") regarding your Property ("Property").

1. **Relationship.** Agent's services ("Services") include but are not limited to advertising and representing the Property to Production ("Production"), as well as booking and overseeing media shoots at the Property. Homeowner understands and agrees that results are not guaranteed.

2. **Fees.** As consideration for the Services to be provided by Agent, the Homeowner shall be paid a set rate for each media shoot, as determined in the future by the scope and impact of the media shoot. A *Homeowner Booking Agreement* will provide you the ability to approve each media shoot ahead of time.

3. **Access**. Agent and Production shall have access to the Property for preparing, rehearsing, filming, and recording of all media shoots approved by Homeowner. Agent and Production shall have access to the grounds, buildings, fixtures, and other personal property, power outlets, utilities, and driveways.

4. **Modification**. Agent and Production agree to seek permission from Homeowner before making any material modifications or alterations to the Property. Production shall return the Property to Homeowner in the same condition it was in before access was granted. Neither Agent nor Production is responsible for ordinary wear and tear, or for any damage that occurs before Production begins use of the Property or after Production has left the Property. Any damage to the Property arising from a shoot is the sole responsibility of Production, not Agent. Agent's role is limited to facilitating communication and documentation between Homeowner and Production regarding any damage claim; Agent shall have no liability for, and is not a guarantor of, payment or reimbursement for any damage.

5. **Release**. Homeowner hereby releases any and all present and future claims for defamation, or invasion of privacy or publicity that Homeowner may have against Agent or Production in the exercise of any right associated with this agreement.

9. **Third-Party Coordination**. Agent is not responsible for the performance of any independent contractor's work. If the nature of Homeowner's project requires the engagement of any independent contractor or additional professional to perform work, Homeowner will enter into contracts directly with that third-party.

10. **Independent Contractor.** Agent's relationship with the Homeowner will be that of an independent contractor and not that of an employee. Agent shall be solely responsible for determining the method, details and means of performing the Services.

11. **Cancellation.** Either party may cancel this Agreement immediately at any time, upon giving the other party written notice. In the event of such termination, Agent shall be paid for any Services that have been completed and fees that have been paid to third parties prior to the Agent's awareness of the termination notice.

12. **Miscellaneous.**

(a) Limitation of liability. In no event shall the agent have any liability to homeowner for any lost profits, loss of use, business interruption, costs of procurement of substitute goods or services, or for any direct, indirect, special, incidental, multiple, exemplary, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage; and in no event shall the agent's liability exceed the fees paid under this agreement, whether in contract, tort or under any other theory of liability. The foregoing does not affect any liability which cannot be excluded or limited under applicable law. For property damage arising from a shoot, Agent's role and liability are governed exclusively by Section 4 above; Agent is not the party responsible for such damage, and nothing in this Section 12(a) creates any additional liability for Agent with respect to damage claims. The Agent's maximum aggregate liability for any and all claims, losses, or damages shall be strictly limited to, and shall not exceed, the total fees actually paid to the Agent for the relevant media shoot at the Homeowner's property less the amount paid by agent to the homeowner.

(b) Indemnification. Homeowner agrees to defend, indemnify, and hold harmless the Agent, its affiliates, licensors, service providers, and its and their respective officers, directors, employees, independent contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to this Agreement, including but not limited to any intellectual property infringement that arises from photos, video, or other media provided by Homeowner, and any negligence, failure and/or acts or omissions on the part of any architect, vendor, supplier, independent contractor or agent hired or retained by Homeowner.

(c) Forum. Before pursuing any other remedy, the parties agree to attempt in good faith to resolve any controversy, claim, or dispute arising out of or relating to this Agreement, or the breach thereof, through mediation administered by JAMS (San Francisco office) or another mediator mutually agreed upon. If the dispute is not resolved through mediation within ninety (90) days of a written request to mediate, the dispute shall be decided by binding arbitration only, administered by JAMS (San Francisco office) or another arbitrator mutually agreed upon and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL OR TO LITIGATE ANY SUCH CLAIM IN COURT, EXCEPT TO CONFIRM, ENFORCE, OR ENTER JUDGMENT UPON AN ARBITRATION AWARD. Each party bears its own costs of mediation and mediation may be provided via ZOOM if the Parties and Mediator agree.

(e) Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.

(f) Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between them relating to the subject matter hereof.

(g) Amendments and Waivers. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(h) Severability. Any provision of this Agreement held to be invalid, illegal, or unenforceable under any applicable law shall be deemed stricken, and unless this Agreement is terminated as provided for in this Agreement, all remaining provisions of this Agreement shall continue to be valid and binding upon both of us.

(i) Survival. All rights and obligations, which are, by their nature, continuing (including but not limited to indemnification, intellectual property rights, and promotional rights) shall survive termination or expiration of this Agreement.

(j) Counterparts. This Agreement, which is incorporated into the Welcome Letter agreement along with any amendments or addendums to this Agreement, may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same document. Signed counterparts of this Agreement may be signed and exchanged electronically.