

LYNX

AGREEMENT TO USE LYNX FACILITIES FOR PHOTO AND OTHER RELATED USE

For good and valuable consideration, the receipt which is acknowledged, and specifically on the terms set forth below, the Central Florida Regional Transportation Authority d/b/a LYNX ("LYNX") hereby grants to:

("LICENSEE") the right and license to enter upon, to take and record photographs (stills, film, tape or otherwise), and use for so-called "location" purposes the property situated at the following "Location Address":

The rights granted to LICENSEE include the right to photograph all structures and signs located on the property (including the exterior and interior of the structures and the names, logos and verbiage contained on such signs), and the right to refer to the property by its correct or commonly recognized name. All images and sound captured on tape or otherwise shall be referred to in this Agreement as the recordings (the "Recordings").

LYNX agrees that subject to the further provisions set forth below, LICENSEE shall (i) own all rights in the Recordings, (ii) have the right to use the Recordings, in whole or in part, in any manner or media (whether now existing or created in the future), in perpetuity, and in all languages, throughout the universe, and (iii) be entitled to use the Recordings as LICENSEE deems appropriate, including, without limitation, for promotion and publicity purposes. "Media" for purposes of this Agreement shall include by way of illustration only: television broadcasts and rebroadcasts, newspapers, magazines, books (both paper and electronic), Internet, videotapes, CDs, DVDs and electronic databases.

LICENSEE agrees that the rights granted under this Agreement are subject to the following:

- (a) The Recordings will generally be used only for the following purpose:

The recordings will not be used to market or promote LYNX in a negative fashion.

- (b) (This Agreement shall only be effective, and the shooting, use of space may only occur, on or at the following times:

(c) Any use of the Location Address must first be coordinated through the LYNX representative (see below), and the LYNX representative will be entitled to accompany the LICENSEE for said shoot.

(d) The LICENSEE shall not in any way whatsoever unreasonably interfere with the business of LYNX, or otherwise reasonably interfere with its customers in exercising the rights under this Agreement. All shooting must be in public spaces and not, for example, in any private areas not accessible to the public.

In the event any paragraph section, sentence or clause of this agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such holding shall not affect the remainder of this agreement, which shall remain in full force.

(e) LICENSEE agrees to hold harmless and indemnify LYNX (and its directors, officers, employees and agents) from all claims, demands, causes of action, damages, expenses, and any other liabilities of any kind, and reasonable attorney fees which may arise out of or in connection with any property damage or personal injury caused by LICENSEE while shooting at the Location Address.

(f) Ten (10) Business days prior to entering upon the Location Address, the LICENSEE shall furnish to LYNX both (i) evidence of liability insurance on an insurance company with a Best rating of no less than A, authorized to issue insurance plans in the state of Florida, subject to approval by our Risk Manager, and in an amount no less than \$1,000,000/\$2,000,000, combined single limit for property damage, including coverage for premises, operations & liability arising out of the indemnification pension, reflecting LYNX as an additional insured, and (ii) any required permits.

LYNX agrees that no sum shall be due to it for execution of this Agreement and LICENSEE shall not be obligated to pay LYNX any sum, regardless of the time or method of any future use of the Recordings.

This Agreement shall be governed by the laws of the State of Florida, regardless of the place of its physical execution and any disputes shall be resolved in Orange County, Florida. This Agreement represents the entire understanding in effect between the parties; any oral statements modifying this Agreement shall not be binding.

The LICENSEE shall comply with all laws of the United States, State of Florida, the Florida Building Code and Florida Fire Prevention Code and all ordinances of the City of Orlando and Orange County.

LYNX reserves the right to interrupt the promotional event when in the judgement of LYNX, such action is necessary in the interest of public safety.

LICENSEE shall not discriminate in any of its activities related to this agreement against any person on the basis of race, religion, age, disability or marital status.

In the event the premises or any portion of LYNX equipment during the term of this license agreement is damaged by the act, default or negligence of the LICENSEE or any of the LICENSEE's agents, the LICENSEE shall promptly pay to Licensor such sum as shall be necessary to restore said premises to their condition at the time of commencement of this

LYNX:

LICENSEE

By: _____
(Signature of Authorized Person)

(Name of LICENSEE)

By: _____
(Signature of Authorized Person)

(Print Name and Title of Person Signing)

(Print Name and Title of Person Signing)

(Print Name of LYNX Contact Person)

(Telephone Number of Contact Person)

(Telephone Number of LYNX Contact Person)

(Address)

Date: _____, 2020

(City, State and Zip)

(FEIN Number)

Date: _____, 2020

State of Florida }
County of Orange }

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2020

My Commission Expires:

Signature of Notary Public

Print, Type or Stamp Name of Notary Public

Personally known to me, or

Produced Identification _____
Type of I.D.