

**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":

---

---

---

(Describe Location Address In Above Space)

and all structures presently existing there. 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 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.

(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) 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 and in an amount no less than \$1,000,000/\$2,000,000, 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.

LYNX:

LICENSEE

\_\_\_\_\_  
(Name of Licensee)

By: \_\_\_\_\_  
(Signature of Authorized Person)

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)

\_\_\_\_\_  
(City, State and Zip)

\_\_\_\_\_  
(FEIN Number)

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018