

STANDARD TERMS AND CONDITIONS

1. Terms of Agreement

These standard terms and conditions contain general provisions applicable to the Film Production Agreement (“Agreement”) between Owner and Company. Company’s acceptance of the Agreement, or commencement of performance, constitutes Company’s acceptance of these terms and conditions.

2. Permits

Company may be required to obtain permits from certain local, state and federal agencies, including but not limited to, the Unified Port of San Diego, the City of San Diego, the San Diego Police Department and/or the San Diego Fire Department. It is Company’s responsibility to insure that all necessary permits have been obtained prior to commencement of performance under the Agreement and that such permits are provided to Owner prior to production.

3. Insurance

Subject to the paragraph immediately below, Company’s use of the Property, requires Company to obtain \$1,000,000.00 of Commercial General Liability Coverage insurance.

If Company’s use of the Property includes boarding one or more of Owner’s vessels, Company shall obtain \$5,000,000.00 of Commercial General Liability Coverage insurance. This policy shall cover both dockside use and offshore use, provided the ship leaves the dock under its own power.

If Company’s use of Owner’s vessels entails the vessels leaving the dock under tug power, Company shall obtain \$5,000,000.00 of Protection and Indemnity insurance. Company shall obtain Owner’s permission and approval before employing a tug company and Owner has a right to refuse Company’s choice of tug company. Company shall be responsible for all charges incurred in connection with its use of the tug.

Company will name Owner as additionally insured on all policies and, provide Owner with a copy of said policy or policies 48 hours before the commencement of the Agreement. It is Company’s responsibility to insure that all necessary insurance riders have been obtained.

4. Compliance with Local, State and Federal Law

Company agrees not to use, nor allow the use of, the Property for any illegal purpose, and further agrees to comply with all local, state and federal laws, regulations and/or orders relating to fire, the environment and safety of persons and property. Company agrees further to comply all safety rules and regulations of Owner.

5. Indemnification

Company agrees to protect Owner and to keep and save Owner harmless from any and all suits, claims for loss or liabilities for, any personal injury to any person or any damage to the Property, including Owner’s vessels, or other property owned, controlled or leased by Owner occasioned by or resulting from Company’s use of said premises

6. Security

At all times herein and notwithstanding Company’s use of the premises, Owner’s personnel and/or crew members shall be permitted access to any vessel or other facility owned or controlled by Owner at any time to inspect safety

Company’s initials [____]

of personnel and/or equipment. Posted notices must be observed by Company and all notices will be strictly enforced. Entry to restricted areas on any vessel or in any other facility owned or controlled by Owner is prohibited unless entry is specifically covered in the Agreement.

7. Force Majeure

If Company is prevented from using the Property pursuant to the Agreement by reason of fire, strike, earthquake, natural occurrence or by elements of other cause beyond Owner's control, Company shall hold Owner harmless for the interruption and the Agreement will be suspended until such time as the production can resume.

8. Notice

Any notice required to be given pursuant to the Agreement shall be addressed to the party as set forth below. Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified below. All Notices shall be deemed effective upon receipt. If personally delivered, Notices shall be deemed received at the time of delivery. If sent by mail, the Notice shall be deemed fully delivered and received three (3) business days after the date of the postmark on the certified or registered mail receipt. Notices shall be addressed as follows:

If to Owner:

Maritime Museum Association of San Diego
Attention: Raymond Ashley, Phd., President
1492 North Harbor Drive
San Diego, California 92101

With copy to:

William E. Dysart, Esq.
Wright & L'Estrange
401 West A Street, Suite 2250
San Diego, California 92101

If to Company:

NAME AND ADDRESS AS APPEARING ON SIGNATURE PAGE OF THE AGREEMENT

9. Amendment or Waiver

No amendment or modification of the Agreement or waiver of any provision thereof shall be effective unless approved by a writing signed by Owner and Company. Any waiver of any provision shall not be deemed a continuing waiver but only a waiver for the specific instance and for the specific purpose for which given.

Company's initials [____]

10. Binding Agreement

Owner and Company agree to be bound by all terms and conditions included in the Agreement, which constitutes the sole understanding of the parties.

11. Assignment

The Agreement may not be assigned by either party.

12. Integration Clause

The Agreement shall constitute the entire Agreement between the parties with respect to the subject matter hereof, and shall supersede all previous oral and written (and all contemporaneous oral) negotiations, commitments, agreements and understandings, relating to Company's use of the Property.

13. Attorneys' Fees

Should any litigation, including arbitration proceedings, be commenced between the parties to the Agreement, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorneys' fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

14. Governing Law

The Agreement shall be governed by, and enforced in accordance with, the laws of the State of California, excluding the conflicts of laws principles thereof, or by Federal Maritime Law, if applicable. The parties hereby agree to submit to the jurisdiction of the federal and state courts located in the County of San Diego in any action or proceeding arising out of or relating to this Agreement. The venue of any action arising from the Agreement shall lie exclusively in the Superior Court in and for the County of San Diego or the United States District Court, Southern District of California and the parties shall submit to the jurisdiction of such court.

15. Severability

If any part of the Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

16. Preparation of Agreement

The Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation. The parties acknowledge that each contributed to and is equally responsible for its preparation.

17. Headings

References to headings of the sections of the Agreement or the Standard Terms and Conditions are for convenience only and shall not be considered or referred to in resolving questions or interpretation.

18. Authority to Sign

If the Agreement is signed in the name of a corporation, partnership or limited liability company, the person signing the Agreement represents and warrants to the other party that such person has full authority to sign the Agreement.

Company's initials [____]

19. **Counterparts**

The Agreement may be executed in counterparts, each of which will be deemed an original, but all such counterparts will form one and the same Agreement. The Agreement may be executed and exchanged via fax and the parties agree that a fax signature will be treated for all purposes as an original signature..

Company's initials [____]