

RESOLUTION NO. _____

BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan enters into an agreement with IntermarkGroup, Inc., on behalf of the Alabama Tourism Department, for location release of filming productions to take place at Water World, which said contract follows:

IntermarkGroup

LOCATION RELEASE

THIS AGREEMENT made this 11th day of May, 2023, between INTERMARK GROUP, INC., 101 25th St N, Birmingham, Alabama 35203 ("Intermark") on behalf of the Alabama Tourism Department, its official partners and assigns ("Client"), and Water World Water Park ("Location"), with an address of 401 Recreation Road, Dothan, AL 36303.
Filming to take place on Tuesday, May 16, 2023 from 4:00 PM to 7:00 PM.

WHEREAS, Intermark desires to engage Location to perform various tasks involved in the production of certain film, video, audio and/or print productions for unlimited use hereto (the "Engagement").

AGREEMENT

NOW, THEREFORE, the parties agree as follows, with consideration for said agreement being expressed in the foregoing recital and for no other consideration received in hand by the parties hereto:

1. Location agrees to perform the Engagement for Intermark. Location warrants that Location is free to enter into and fully perform the Engagement and that there is no agreement or understanding with any other person, firms or corporation that would interfere in any way with the obligations assumed by Location hereunder.

2. Intermark and Client shall have the right to use all materials produced hereunder in any and all media without territorial, time, use or other limitations, subject to any limitations expressed herein, for purposes expressly related to the efforts of the Alabama Tourism Department to promote Alabama and Location as a tourism destination and a positive image for the State of Alabama, and for Intermark portfolio and promotional purposes in perpetuity. Except as otherwise expressed herein, Location expressly recognizes and acknowledges that no royalties or other payments shall be payable to Location from the Engagement or from all media outlets, advertising or program produced in relation to the Engagement by Intermark or otherwise, and Location expressly waives any rights thereto. Location and Intermark agree that Location receives no compensation for the Engagement unless otherwise expressed herein. Location expressly disclaims, waives and releases any right to any royalties from, any copyright in and any ownership of the Engagement or in any other materials produced in relation thereto, and Location disclaims, waives and releases any other rights now existing or hereafter arising in the Engagement or in any material produced in relation thereto. Location expressly acknowledges that Client owns and retains all rights in the Engagement and in any other material produced in relation thereto.

3. The Location may not assign any rights or delegate any duties hereunder without the express prior written consent of Intermark. Intermark may assign its rights and/or delegate its duties, with notice provided to Location. Furthermore, the Location shall maintain all Confidential Information in trust and confidence and shall not publish, disseminate or otherwise disclose any Confidential Information to any third party without the written consent of Intermark.

4. This writing contains the entire agreement of the parties. No representations are made or relied upon by either party, other than those that are expressly set forth herein. This Agreement may not be altered except by a signed writing executed by both parties.

5. This Agreement shall be interpreted and controlled by the laws of the State of Alabama.

6. Cycle/Market Information: Unlimited use of Location imagery by the Alabama Tourism Dept. in all media in perpetuity.

7. Title of Engagement: General ATD Video Footage and Photographv

8. Description: Release for potential Location imagery/footage use to positively promote Location, the State of Alabama, and Alabama Tourism.

Executed on the date first above written.

LOCATION:

Signature / Date

Print name

Phone Number / Email Address

INTERMARK:

Signature / Date

Michael C. Walters-Location Manager

Print name

Resolution No. _____, entering into an agreement with IntermarkGroup, Inc., for location release of filming productions to take place at Water World, continued.

Section 2. That Mark Saliba, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute the said contract, for and in the name of the City of Dothan.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS