

USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Stephanie Hagerly as Principal authorized so to act by direction of the Board of Education and Loose Films hereinafter referred to as "user" of the school facilities hereinafter described.

WITNESSETH:

The principal does hereby agree to permit user to utilize certain school facilities more particularly described as follows:

stage in the cafeteria to film a
scene for the movie Funnybone

at the following times and dates: May 21, 2025

subject to the following terms and conditions:

1. The school property identified above may be utilized by the user as a permittee at will on the condition that all terms and conditions as hereinafter set out are complied with and any other terms and conditions may result in immediate termination of the Use Agreement and/or liability of the user. The utilization of the premises by the user is a privilege extended to the user by the Board of Education and said use does not constitute a property right nor shall it be deemed a lease or renewable beyond the specified period without the written consent of the principal.
2. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of Boone County Board of Education policies, including but not limited to BCBE Policy No. 05.3, 05.31, 05.32 and 10.3 which are incorporated by reference herein.
3. The reserved time/date for use by user may be cancelled or preempted by Principal and permission for use may be terminated without cause by notice from Principal.
4. User is responsible for the conduct of its participants or guests.
5. There shall be no subletting or assignment of this agreement nor any profit making or commercial venture subject of the use.

6. User shall return the facilities or premises in the same condition as at the commencement of the use, or if user fails to do so, the user will be responsible for the cost of clean-up and be prohibited from further use of facilities.
7. The user agrees to save harmless the Boone County Board of Education, its employees and agents, for any liability, damage, loss or expense incurred respecting the utilization of the school facilities; and the user agrees to reimburse the Boone County Board of Education for any damages to or replacement of school property damaged, lost, stolen or vandalized while in user's name.

IN WITNESS WHEREOF the principal for and on behalf of the Board of Education and the user hereunto set their hands this 21st day of April, 20 26.

CEMS SCHOOL
BY: Stephanie A Hagerty
PRINCIPAL

[Signature]
USER/SIGNATURE

753 E Broad ST
ADDRESS

Columbus OH 43205
CITY STATE ZIP

319-551-6988
PHONE NUMBER

07/03/2025

Facility Use Agreement Application

This application must be completed and attached to the Facility Use Agreement along with all corresponding required documents. Incomplete applications or those submitted without all required documents will be returned without consideration.

Today's Date 4/24/26

Requestor's Contact Information

Name: Andrew Johnson

Organization: Loose Films LLC

Does this organization have non - profit status? ___ Yes X No

If yes, please attach documentation.

Contact number: 319-551-6988

Email address: drew@Loosefilms.com

School / Location Requested

Camp Ernst Middle School

List all areas needed:

Auditorium, theater space

** ex. Auditorium, football field, practice field, parking lot, classrooms (list number needed) kitchen, cafeteria etc.

Date(s) of program / event : May 21. 2026

Program/ event time: Funnybone Filming

Actual time needed: TBD, After school hours Include set up / tear down / clean up / restoration time

Expected number of attendees: 4

Is this event part of a fundraiser? ___ Yes X No ** If yes, please attach a copy of the submitted fundraiser approval

How is this event/ program being advertised? Please attach any relevant flyers, media notices, social media postings, registration information etc.

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Filming for a feature film, no event or advertisement.

Do you have liability insurance? Yes No ** If yes, please attach a copy of your Certificate of Insurance.

Who is responsible for supervision of the attendees of this event / program?

Loose Films, Andrew Johnson, Ori Segev, Noah Dixon

Purpose of the event / program:

Filming a few selects scenes for a feature film entitled FUNNYBONE, where Ava Inman plays a role.

Safety and Emergency Procedures:

Loose Films follows all safety and emergency protocol as set forth by SAG, DGA, PGA and Ohio state guidelines for filming.

Inclement Weather Plan :

Filming Indoors

Site restoration plan:

** Include the plan for trash removal, cleaning of facilities, returning of equipment etc. For programs over multiple days, there should be a plan for nightly restoration.

All equipment and trash will be carried out one the day of filming.

For outdoor only events:


07/03/2025


Plan for restroom facilities. Will you be using school facilities? Providing portable restrooms?

This section to be completed by school or district administration

Please initial each item.

 Administration has reviewed the application in its entirety and has attached all required documents.

 Administration has checked the **Active Facility and Construction Projects** document to ensure there is no conflict with scheduled work.

 For athletic events, administration has coordinated with the Athletic Director to ensure there is no conflict with previously scheduled events.

Rental Application and Contract

CONDITIONS OF RENTAL

All rental of school facilities is subject to the following conditions:

1. An official application shall be made to the Superintendent or his designee.
2. Rentals will be made only to responsible and organized groups, and responsible officers of that group must sign the application and the contract.
3. Conditions of that contract shall include:
 - a. Acceptance of responsibility by officials of the renting organization for any damage or loss resulting from the rental; AJ Initials
 - b. Agreement that renting organizations, and officers thereof, shall assume all liability for any personal injuries incurred during their use of the facilities and shall hold the Board harmless from any such claims against it; AJ Initials
 - c. Agreement to observe all fire and safety regulations; AJ Initials
 - d. Agreement that the use of any tobacco product, alternative nicotine product, or vapor product shall not occur on or in all property. The use of alcoholic beverages is prohibited in school buildings or on school grounds; AJ Initials
 - e. Observance that no immoral or illegal activity shall be allowed on the premises; AJ Initials
 - f. The presence of a school custodian at all times. The hourly wage of the custodian(s) must be included in the contract along with the social security and retirement payments required by law. If the custodian is employed beyond the normal 40-hour week that he works for the Board, overtime wages must be paid. AJ Initials
 - g. The presence of a food-service employee when kitchen facilities are used. The hourly wage of the employee must be included in the contract along with social security and retirement payments required by law. AJ Initials
 - h. Agreement that no kitchen equipment may be used outside the building; AJ Initials
 - i. Agreement that no alterations to the buildings or grounds be made without prior approval; AJ Initials
 - j. Agreement that the renting party shall not sublease or reassign any portion of the building or item of equipment covered by the rental contract; AJ Initials
 - k. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; AJ Initials
 - l. Agreement to leave the facilities in as good a condition as before used. Groups using outdoor facilities free of charge shall do the cleaning themselves or bear the cost of necessary custodial services. AJ Initials
 - m. Agreement that only the agreed upon, assigned areas / spaces of the property may be used. AJ Initials

- n. Agreement that parking in designated areas will be enforced by the renter. There is no parking in grass areas or non-designated parking areas unless included as part of the original facility use agreement. AJ **Initials**
- o. Agreement that there are to be no alterations to designated handicap parking spaces through the addition of or removal of signage AJ **Initials**

REFERENCES:

[KRS 158.149](#); [KRS 162.055](#); [KRS 438.050](#); [KRS 438.305](#)

[OAG 81-295](#)

P. L. 114-95, (Every Student Succeeds Act of 2015)

PERSONAL RELEASE

1. This is an agreement (“**Agreement**”) between myself and Funnybone Monster LLC (and its licensees, successors, and assigns, and each of their respective parents, subsidiaries, agents, and affiliates) (“**Company**”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged in connection with the audiovisual production currently entitled “**Funnybone**” (the “**Project**”), I agree to the following:
2. I irrevocably grant to Company the right to record and photograph me and to use my name, likeness, voice, information about me, and any material that I contribute (collectively, the “**Work**”) in connection with the Project and other productions. I further grant to Company and any licensee or assignee of the Project (including any of their respective affiliates, entities, advertisers, or business ventures) (“**Licensor(s)**”) the right to use the Work throughout the universe, in perpetuity, in all media now known and hereafter devised, in any manner including in connection with advertising, merchandising, promotion, and publicity for the Project (including promoting the availability of the Project on products and services capable of exhibiting the Project). I represent and warrant that I am legally authorized to work and participate in the Project within the United States. I acknowledge that this Agreement and my services hereunder shall not be subject to any union or collective bargaining agreement.
3. I agree to participate in connection with the production of the Project and related materials as and to the extent requested by Company on such dates and at such locations as Company shall designate in its sole discretion, and which dates and locations Company may change in its sole discretion (subject to a push or pull due to the exigencies of production or marketing as determined in Company’s reasonable discretion and events of force majeure, which shall include, but not be limited to, pandemics or epidemics, the unavailability or failure of the showrunner, executive producer, producer, director, any other production personnel or any member of the cast to perform for any reason [including, without limitation, death, illness, incapacity, disfigurement, failure, refusal, or neglect]). For clarification, except as expressly set forth herein, no compensation shall be payable to me or any third parties in connection with this Agreement. To the extent permitted by law, in the event of any termination of my services hereunder, Company shall have no further obligations to me. Company is under no obligation to include the Work or me in the Project, any other production, or any advertisements or promotions in connection with the Project, or to broadcast, exhibit, transmit, distribute, or otherwise exploit the Work, Project, or any advertisements or promotions in connection with the Project in any manner or media.
4. I agree and understand that Company shall have and shall retain in perpetuity the right to copyright, use, license others to use, edit, alter, and otherwise exploit all or any portion of the Project (which may incorporate the Work at Company’s discretion) in any manner or medium (including all forms of audiovisual productions regardless of the means of transmission and the internet), whether now known or hereafter devised, for any purpose and for an unlimited number of times, in perpetuity, throughout the universe, without compensation, except as specified herein and to the extent prohibited by law. Without limiting any of the foregoing, the Work is a “work made for hire” for Company under U.S. Copyright Law, prepared within the scope of my employment and/or as a work specially ordered or commissioned. Accordingly, Company is considered the sole and exclusive author and owner of the Work and all right, title, and interest therein, throughout the universe, in perpetuity and in all languages. Insofar as the Work or any part thereof is ever determined to not be solely authored and owned by Company as a “work made for hire,” then to the fullest extent available and for the full term of protection otherwise accorded to me by law, I hereby exclusively and irrevocably assign, transfer, grant, and pre-assign to Company all my right, title, and interest in and to the Work now or hereafter created throughout the universe, in perpetuity and in all languages. Company and I are aware and hereby acknowledge that new rights to the Work may come into being or be recognized in the future, under the law or in equity (“**New Exploitation Rights**”), and that new (or changed) technology, uses, media, formats, modes of transmission, and methods of distribution, dissemination, exhibition, and performance (“**New Exploitation Methods**”) are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Work. I intend to and do hereby assign, grant, and convey to Company all rights to such New Exploitation Rights and New Exploitation Methods with respect to the Work. Company and I acknowledge and agree that this Agreement includes adequate and equitable remuneration for my assignment of the so-called “rental and lending rights” and constitutes a complete buy-out of all such rental and lending rights hereunder, and, to the fullest extent permitted by applicable law, constitutes a complete worldwide buyout of all rental and lending rights in perpetuity. I hereby agree to execute any document Company deems in its interest to confirm Company’s ownership of the Work. Neither the suspension nor termination of my services nor the expiration of this Agreement shall in any way adversely affect Company’s ownership of the Work. I hereby waive any right of inspection or approval, including any right to object to any use (including any editing/dubbing/fictionalization) of the Work or the uses to which the Work may be put by Company or Licensor(s) for any reason. I acknowledge that Company will rely on the permissions granted herein and I hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder. I understand that my actions, the actions of others, and any information revealed about me may be private, sensitive, defamatory, disparaging, embarrassing, or unfavorable. I consent to and assume all risks of Company’s inclusion of any such information or material in the Project or otherwise in its sole discretion, even if such inclusion might otherwise constitute an actionable tort. Notwithstanding the foregoing, Company shall not disclose any medical information obtained about me, except where it is disclosed or approved by me, disclosed by another on-camera participant, where such information is publicly available, or as otherwise permitted by law. Further, my participation may cause me to be exposed to conversations or behavior of other participants that could be considered offensive and I consent to be in such environment. I will inform Company immediately if I feel harassed, threatened, or uncomfortable at any time, and I understand that I will not be penalized or retaliated against in any way for doing so.

5. Subject to applicable law, I agree to provide truthful and accurate information in response to Company's requested disclosures related to public health and safety matters and to follow Company's related policies and protocols, including processes recommended or required by governmental or public health authorities to protect the health and safety of Project participants and others. I accept and assume all risks, hazards, and dangers regardless of whether they are explicitly detailed in this Agreement, and the waivers, releases, and indemnities that I have executed or may execute apply to all such risks, hazards, and dangers. I shall comply with all of Company's production guidelines, procedures, and protocols. Company highly recommends and encourages vaccinations for all eligible candidates.
6. The provisions of this Agreement, as well as all non-public information regarding the Project, Company, Licensor, and my services contemplated hereunder, shall be kept strictly confidential by me and my representatives, and I shall immediately notify Company upon learning of any unauthorized disclosure of any such information. I further agree to abide by any security, confidentiality, and social media policies provided to me by Company or the Licensor(s) in writing.
7. (a) I represent and warrant that (i) excluding materials provided to me by Company, the results and proceeds of my services hereunder are and shall be original and unique with me in all respects; (ii) neither the results and proceeds of my services hereunder nor any part thereof are taken from or based upon any other material except material wholly owned by me or provided to me by Company; (iii) my statements in the Work will be true; and (iv) the results and proceeds of my services hereunder do not and will not violate or infringe upon the trademark, trade name, copyright, patent, literary, dramatic, musical, artistic, personal, civil, or property right, or any other right of any person or entity. (b) I further represent and warrant that I understand that it may be a federal offense, unless disclosed to Company prior to exhibition, to: (i) give or agree to give any member of the production staff or anyone associated in any manner with the Project anything of value for arranging for my appearance in the Project; or (ii) accept or agree to accept anything of value to promote any product, service, or venture on the air, or use any prepared material containing such a promotion where I have received consideration for it. I acknowledge that I am aware that it is Company's policy not to permit the acceptance or payment of any such consideration and that any such acceptance of payment shall constitute a material breach of this Agreement. In accordance therewith, but not as limitation thereon, I expressly represent that I have not accepted or paid, and I agree not to accept, pay, or agree to accept or pay, any such consideration.
8. **Release & Indemnity.** I expressly acknowledge that the Project as produced may contain dialogue, opinions, expressions, and other materials which are controversial, and I hereby consent to my involvement in the Project as set forth herein. To the maximum extent permitted by law, I (on behalf of myself and my heirs, executors, agents, successors or assigns) (collectively, with me, the "**Releasing Parties**") agree to release from liability, never sue, and bring no proceedings of any kind against Company, Licensor(s), or any of their parents, subsidiaries, assignees, licensees, affiliates or anyone associated with the Project (the "**Released Parties**") for any claims, actions, damages, losses, costs, expenses or causes of action whatsoever that in any way relate to this Agreement, my participation in activities related to the Project, or the creation, use, or exhibition of the Work or the Project, on any legal theory (including failure to adequately compensate me, infliction of emotional distress, illness, personal injury, rights of privacy and publicity, defamation, or false light), regardless of whether caused by the negligence or willful misconduct of the Released Parties (collectively, the "**Released Claims**"), excluding the gross negligence or intentionally tortious misconduct of Company. I will defend and indemnify the Released Parties from any Released Claims and any breach or alleged breach by me (including breaches by me of this paragraph) relating to this Agreement and my knowingly unlawful, grossly negligent, reckless, or other willful misconduct in connection with the Project. In such regard and to the maximum extent permitted by law, I expressly waive all provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:
- "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."*
9. I acknowledge that Company may be incurring substantial sums in reliance on the permissions granted herein, and I shall in no event be entitled to rescind or terminate this Agreement or any of the rights granted hereunder, or to seek same, or to interfere with, restrain, enjoin, or otherwise impair the development, production, exhibition, distribution, promotion, advertising, or other exploitation of the Work or Project or any element thereof, and my sole remedy in any or all cases and in connection with any claims shall be an action at law for actual monetary damages, if any.
10. I agree that I am not an employee of Company, and I am not entitled to any employment benefits. If I receive anything of value in connection with the Project, I shall be responsible for all taxes and other obligations therefrom.

[remainder of page intentionally blank, signature page follows]

11. The terms and conditions of this Agreement shall be interpreted and governed by California law applicable to contracts entered into and to be wholly performed in California without reference to choice of law rules. For all purposes, including without limitation in connection with any petition to confirm an arbitration award obtained per this Paragraph, the parties hereto consent to the jurisdiction and venue of the state courts of the State of California in the City and County of Los Angeles or the federal courts located therein. Any dispute arising hereunder shall be resolved solely through binding arbitration, before a single arbitrator familiar with entertainment law, and conducted in Los Angeles, California under and per the JAMS Streamlined (for claims under US\$250,000.00) or the JAMS Comprehensive (for claims over US\$250,000.00) Arbitration Rules and Procedures (“JAMS Rules”), as said rules may be amended from time to time. The parties agree to accept service of process per JAMS Rules. The arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award within thirty (30) days from the date the arbitration hearing concludes. Any award shall be final, binding, and non-appealable. The arbitration will be confidential and conducted in private and will not be open to the public or media. No matter relating to the arbitration (including but not limited to, the testimony, evidence, or result) may be: (i) made public in any manner or form; (ii) reported to any news agency or publisher; or (iii) disclosed to any third party not involved in the arbitration. The prevailing party shall be entitled to reimbursement of its reasonable outside attorneys’ fees and costs.

AGREED AND ACCEPTED:

Signature: _____ Date: _____ Phone: _____

Print Name: _____ Date of Birth*: _____

Address: _____

Email: _____

PARENTAL/GUARDIAN CONSENT

IF PARTICIPANT IS UNDER 18 YEARS OF AGE: If participant is under 18 years of age: The undersigned represents and warrants that they are the parent(s)/guardian(s) having sole and complete legal custody, care and control of the above-named minor and permit such minor to enter into this Agreement. I have read and fully understand this Agreement and expressly approve of, and consent and agree to, the minor’s execution of the Agreement and their undertakings and obligations in the Agreement and will not revoke consent during the minority of the minor. I affirm all representations and warranties made in this Agreement and guarantee the performance of this Agreement by the minor and represent and warrant that the minor will not disaffirm the Agreement at any time during or after minority. I release, discharge, and indemnify the Released Parties from all liability, damages, and claims made by or on behalf of the minor arising out of or in connection with the minor’s participation in the Program or relating to the subject matter of this Agreement and this parental consent (other than as may be expressly provided for in the Agreement), including negligence and all other released claims identified in paragraph 8 of this Agreement.

Signature of Parent or Guardian: _____ Date: _____ Phone: _____

Print Name of Parent or Guardian: _____ Date of Birth*: _____

Address: _____

Email: _____

* For verification purposes per 18 U.S.C. §§ 2256 et seq.