



**Monthly Meeting Summary  
Downtown Development Authority  
Special Called Virtual Meeting**  
Wednesday, March 1, 2023  
East Point, GA 30344  
5:00 pm

**I. Call to order**

The call to order was placed by Ms. Appleby at 5:26 pm.

**Board Members Present:**

Sonia Booker (Chairperson), Marc Hardy (Vice-Chairperson), Jeremy Farmer (Treasurer), Carl Semien, and Henry Adeleye

**Staff/Attorney Present:**

Maceo Rogers (Director of Economic Development); Rhonda Appleby (Economic Development Specialist/Staff Liaison); Susan Pease Langford (Attorney at Law – Butler Snow, LLP)

**II. Approval of the agenda**

Mr. Adeleye motioned to approve the agenda as written. Mr. Farmer seconded the motion. **Approved unanimously, the motion carried.**

**III. Discussion and possible approval of the film Location Agreement for “Big Indie GTL, Inc.”**

Attorney Langford stated that she reviewed the Location Agreement and found the following concerns:

- Under Section 2 titled “Premises”, the Location Agreement lists items not owned by the DDA, such as business signs and personal property. Attorney Langford stated that the DDA did not have the consent of other’s property shown in the film; therefore, the board should not be liable if the property was mistakenly shown in the film. Attorney Langford advised to have the language removed from the Location Agreement. Mr. Farmer also expressed his concern regarding the section’s language. Mr. Rogers stated that all signs are excluded or covered during the filming process. If signage is shown, the property owner must provide consent.
- Under Section 3 titled “Dates and Location”, the Location Agreement used the general term “approximately” when specific film dates should be stated in the agreement. In addition, Section 2 states “that the producer agrees to pay the board a certain amount for the days they actually use the premises as oppose to the actual days used.” According to the language, Attorney Langford stated that the film company could tie up the usage of the alleyway for a number of days, but only compensate the board for the days the alleyway was actually used. Attorney Langford advised that the producer needed to pay the board for the entire days as agreed.

- Under Section 4 titled “Equipment Removal and Insurance”, the Location Agreement mentions the normal “wear and tear” of the property. Attorney Langford stated that the production company should return the alleyway in the same condition as when issued. Attorney Langford advised to have the language removed. Within the same section, Attorney Langford stated that the agreement used the term “subjugation”. In the subjugation process, the board’s insurance carrier initially agrees to pay for any accidental costs. The board’s insurance carrier would then sue the production company’s insurance carrier to cover those losses. However, according to the Location Agreement, the board waives its insurance carrier rights to the subjugation process if there was an accident caused by the production company. Attorney Langford advised for the language to be removed.
- Under Section 6 titled “Representations and Warranties”, the producer wants the Authority to act as the Producer’s representative to the various businesses along the alleyway. Attorney Langford advised that in the event that any of the businesses needed to use their back door for deliveries, the Authority should not act as the producer’s representative and gain the businesses’ permission to unblock their access way. Included in this section was language that stated that the Authority waive all claims against the producer for indirect incidentals, punitive, and consequential damages. Attorney Langford advised that the Authority should not waive their rights to any damages.
- Under Section 8 titled “No Obligation to Use and Confidentiality”, the Location Agreement states that the filming location was confidential. Attorney Langford stated that under the Open Records Act, this section becomes void. Language goes on to state that the usage of a camera or recording device was strictly prohibited by the owner of third party. Any violation of this representation was considered a breach of the Location Agreement. Attorney Langford advised that the Authority cannot control third parties who wish to take pictures.
- Under Section 9 titled “Miscellaneous”, the Location Agreement states that any litigation related to the agreement should take place in Los Angeles, CA. Attorney Langford advised that the language should be changed to Atlanta, GA. The section goes on to state that the Authority should waive their rights to a jury trial. Attorney Langford advised against waiving the Authority’s rights to a jury trial. Lastly, the section states that the producer can assign the agreement to a second party. Attorney Langford advised that additional language should include “with prior notice and consent by the Authority.”

Attorney Langford expressed her concern regarding the Authority’s ownership of the alleyway and not the individual buildings with back door access to the alleyway; therefore, the Authority may need to communicate the film company’s intent with the business owners. Mr. Rogers stated that the production company usually enter into a contract with the business owners; therefore, if there were any contractual modifications, the property owners would make the amendments to the contract. Attorney Langford then stated that she would make the stated revisions and add language stating that both entities must acknowledge situations dealing with tenant occupation of the buildings.

Ms. Booker stated that she wanted the Authority to be “good neighbors” by taking a sensitive approach to filming projects.

Mr. Hardy motioned to have Attorney Langford make legal recommendations to the film production company and legal decisions on behalf of the board if there are any discrepancies concerning the Big Indie, Inc. Location Agreement. Ms. Booker seconded the motion. **Approved unanimously, the motion carried.**

#### **IV. Discussion of film fees**

Ms. Appleby stated that since the Location Agreement was time sensitive and the Authority did not have an established fee schedule, the Authority should temporarily consider the East Point Business and Industrial Development Authority (BIDA) film fee schedule. Mr. Semien motioned for the DDA to adopt the same fee schedule as BIDA. Ms. Booker placed the motion up for discussion. She suggested that the DDA adopt its own fee schedule since BIDA had not updated their fee schedule in years.

Mr. Semien agreed and amended his motion to state that since the current Location Agreement was a time sensitive matter, the DDA temporarily accept BIDA’s fee schedule; however, the DDA would seek to establish its own film fee schedule at a future meeting. Mr. Hardy seconded the motion. **Approved unanimously, the motion carried.**

#### **Adjournment**

Having no further business, the meeting properly adjourned at 6:14 pm following a unanimous adoption of a motion made by Mr. Adeleye, seconded by Mr. Hardy. **Approved unanimously, the motion carried.**

**Summary properly recorded by:**

***Rhonda Appleby***

*(Rhonda Appleby, Recording Secretary)*