

**LICENSE AGREEMENT
FOR USE OF CITY PROPERTY
(PRODUCTION: "ROSWELL, NEW MEXICO")**

This LICENSE AGREEMENT (License) is made this 10TH day of AUGUST 2018 by and between the CITY OF SANTA FE, a municipal corporation (City), and NM TALENT, INC., (Licensee), (collectively, the Parties and each individually a Party).

WITNESSETH:

In consideration of Licensee's promises herein, City hereby gives Licensee a non-exclusive License, revocable and terminable as hereinafter provided, to enter on, use and occupy the property of the City during the dates and times specified herein for certain activities associated with the production of a television show currently titled "*Roswell, New Mexico*" (the Production), as provided herein.

1. PREMISES

The City allows Licensee to use and occupy a portion of City-owned property located at 2950 Agua Fria Street, Santa Fe, New Mexico (the Premises) as further specified in Exhibit A attached hereto and made a part hereof.

2. TERM

This License shall commence at 4:00 a.m. on August 13, 2018 (the Commencement Date) and shall continue for a period of seventeen (17) hours (the Term) until 9:00 p.m. on August 13, 2018 (the Termination Date), or until otherwise terminated as provided herein.

3. CONDITIONS OF USE

Licensee's use and occupation of the Premises shall at all times be in compliance with the provisions of this License including the following conditions of use:

A. Permitted Use. Licensee is permitted to use and occupy the Premises for a "base camp" related to the Production, to include the parking of passenger vehicles, trucks, and trailers, and a catering tent. No other use of the Premises is allowed without the prior written consent of the City.

B. Hours of Use. Licensee's use of the Premises for base camp parking is permitted for seventeen (17) hours during the Term. Licensee is permitted to install a catering tent on August 10, 2018 and to leave the tent on the Premises until August 14, 2018.

C. Utilities. No electrical power service, natural gas, water service, sewer service, telephone or internet services are available at the Premises.

D. Alterations and Repairs. Licensee shall make no alterations to the Premises. If Licensee, its agents, employees, guests or invitees damage the Premises, Licensee shall, within seven (7) days' and at Licensee's sole expense, fully repair the Premises to the satisfaction of the City.

E. Security Guards and Fire Protection Personnel. Licensee shall bear the full cost of any security guards and/or fire protection personnel which the City or Licensee may reasonably deem necessary for the protection of their respective property and the Premises.

F. Fires, Firearms, Explosives, and Hazardous Wastes. Licensee shall not conduct any dangerous or illegal activities at the Premises or keep any toxic, hazardous, dangerous or

offensive materials; substances or articles in or about the Premises or any other part of the City's property which will in any way impair or invalidate, or increase the premium costs of insurance policies carried by City.

Licensee shall not light fires or discharge firearms, smoke effects or explosives on or about the Premises without the prior written consent of City, and only after having first obtained all necessary permits from any and all appropriate governmental authorities. Licensee shall in all cases employ a licensed operator to discharge firearms or explosives, and City reserves the right to request proof from Licensee that said employees are licensed and registered to conduct such activities. Licensee shall secure, at the end of each production day, all firearms and explosives brought on the Premises by Licensee.

Licensee hereby specifically indemnifies and agrees to hold City, its employees, officers, managers, agents and assignees harmless from and against any and all liability, causes of action, damages, costs or expenses, including reasonable outside attorney's fees, directly arising out of the use or possession by Licensee of firearms, fires, smoke effects, noxious gases and explosives at the Premises.

Licensee shall have the sole responsibility for the daily removal and legally proper disposal of all hazardous wastes from the Premises. Licensee shall not spray or otherwise utilize any toxic or hazardous material inside the Premises without prior written consent from the City. Any such approved use of toxic or hazardous material shall comply with all applicable legal requirements. Under no circumstance shall Licensee alter in any way, or use for any production purpose, any fire hose, sprinkler system or equipment supplying water to the hoses or sprinkler system.

G. Security. City reserves the right, in its reasonable but sole discretion, to refuse admittance to the Premises to any employee or other person associated with Licensee who behaves in a negligent or dangerous manner that could result in harm to the Premises, or to other City land, buildings, or people.

H. Screen Credit. Licensee shall use good faith efforts to include acknowledgment for "The City of Santa Fe, New Mexico" in the credits at the end of the television show.

I. Photographic Rights. City hereby acknowledges that neither City, nor other party now or hereafter having an interest in the Premises, has any interest in Licensee's still photography, film or other recording on or of the Premises, nor any right of action against Licensee or any other party arising out of any use of said photography. City hereby grants to Licensee, its successors, licensees and assigns the irrevocable and perpetual right, worldwide, in any manner and in any media to use and exploit the films, photographs, and recordings made of or on the Premises in connection with the Production in such manner and to such extent as Licensee desires in its sole discretion. Licensee and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the Premises, in perpetuity, throughout the universe. As between Licensee and City, Licensee shall be the sole and exclusive owner, throughout the universe in perpetuity, of all rights of whatever nature, including without limitation all copyrights, in all films, photographs and recordings made of or on said Premises in connection with the Production and including, without limitation, the exclusive right to assign and/or license Licensee's rights without restriction or impairment of any kind.

In the event of a breach of this License by Licensee, City shall not have the right to enjoin or otherwise restrain the production, marketing, or exploitation of the Production.

J. Confidentiality. City shall not use any name, logo, film or television show title, trademark or other proprietary mark of Licensee or of its licensees or assigns in any manner. City agrees that it shall not officially publicize, advertise or promote the appearance of the Premises in the Production, without the prior written consent of Licensee. City's confidentiality obligations hereunder shall apply to any and all media, including, without limitation, any social networking site; microblogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website; or any other website, service, platform, application or other form or method of communication, whether now known or hereafter devised (e.g., Facebook and Twitter). Licensee acknowledges that City is a municipal corporation and political subdivision of the State of New Mexico and, as such, is required to comply with the State of New Mexico Inspection of Public Records Act (IPRA) and, to the extent that City possesses written or electronic information about the Production, that City may be required by law to release that information pursuant to an IPRA information request.

In acknowledgement of the above, and to maintain confidentiality regarding the Production, the Parties agree as follows:

(i) Licensee shall not transmit to City any information regarding the Production that Licensee desires to remain confidential including, without limitation, information and photographs regarding Licensee, participants in the Production (e.g., actors, producers, crew, etc.), the set, storylines and methods of production of the television show or film and any other non-public information (whether written, electronic, graphic or any other form).

(ii) City shall use reasonable care in its responses to IPRA requests to protect, as permitted by law, any of Licensee's confidential information.

K. Municipal Code. Licensee's use of the Premises shall at all times be in compliance with the City's Municipal Code, including but not limited to §10-2 SFCC 1987, the City's Noise Ordinance.

Failure of Licensee to comply with conditions of use of the Premises as provided herein shall be deemed a breach of this License and shall constitute grounds for termination of this License by the City pursuant to Section 5 of this License.

4. LICENSE FEES

Licensee shall pay the City the fees specified in **Exhibit A**, attached hereto and made a part hereof (the License Fees). Licensee shall remit all License Fees upon the date of issuance of this License.

5. TERMINATION

A. Termination by City. Upon Licensee's failure to comply with the provisions of this License the City may immediately revoke this License and Licensee agrees in that event to: (a) peaceably and promptly surrender the Premises on the termination date specified in the written notice, (b) to remove all Licensee's personal property from the Premises, and (c) to restore the Premises to its original state at the time of Licensee's entry thereon.

B. Termination by Licensee. Licensee may terminate this License at any time upon twenty-four (24) hours' notice to City.

C. No Refunds. Upon termination of this License by either Party, there shall be no refund of the License Fees or any portions thereof.

6. NO INTEREST CREATED

Licensee acknowledges that no interest or estate of any kind whatsoever in the Premises is conveyed by this License or by occupancy or use of the Premises pursuant to the License. This License shall not be assigned by Licensee. Notwithstanding the provisions of this Section, Licensee shall have the unrestricted right to assign any or all rights in and to the Production.

7. INSURANCE, INDEMNIFICATION & WAIVER OF SUBROGATION

A. Insurance. Licensee, and each of Licensee's contractors and subcontractors who physically access the Premises, shall, at their sole cost and expense, procure and continue to maintain in force during the Term of this License with limits of coverage in the maximum amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, the following types of insurance:

- (i) Workers' Compensation Insurance (at statutory limits); and
- (ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents (\$1,000,000.00) per occurrence; and
- (iii) Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than Two Million Dollars and No Cents (\$2,000,000.00) combined single limit; and
- (iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall be endorsed to name the City, the City's agents, employees, volunteers, officers, and elected and appointed officials (collectively the City's Releasees) as additional insureds. Licensee shall provide written documentation of all required insurance coverages upon execution of this License and otherwise within ten (10) days of the City's written request for such documentation. All policies shall provide that the City shall be given no less than thirty (30) days prior written notice of any cancellation except as a result of non-payment, for which not less than ten (10) days prior written notice shall be given.

No self-insurance shall be permitted at any time without the prior written consent of the City, which may be withheld for any or no reason.

B. Indemnification. Licensee agrees to indemnify, defend and hold City's Releasees harmless from and against any third party claim of injury, loss, damage or liability costs or expenses (including reasonable outside attorneys' fees and court costs) to the extent directly arising out of Licensee's breach of this License and except to the extent the same is caused by City's negligence and/or willful misconduct. Circumstances under which the City will not be held liable include, but are not limited to:

- (i) any work or act done in, on or about the Premises, or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Licensee; and
- (ii) any gross negligence or other willful misconduct on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, or invitees; and

(iii) any accident, injury or damage directly caused by Licensee or its agents, contractors, subcontractors, servants, employees, or invitees to any person or property occurring at the Premises or any part thereof, except to the extent caused by the negligence or willful misconduct of the City, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with; and

(v) Any failure of Licensee to comply with applicable local, state or federal laws.

C. Waiver of Subrogation. Licensee hereby grants to the City a waiver of any right to subrogation which any insurer of Licensee may acquire against the City by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Licensee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

8. NOTICE

All notices and demands in regards to this License must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To City:

City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87501
Attn: City Manager

To Licensee:

NM Talent, Inc.
4000 Warner Blvd.
Burbank, CA 91522

Either Party may change its notice addresses in this Section upon three (3) days written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

9. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City in connection with this License is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this License modifies or waives any provision of the New Mexico Tort Claims Act.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

EXHIBIT A

LICENSE FEES

<u>Building/Area</u>	<u>Use</u>	<u>License Fee</u>
Gravel Parking Lot (2950 Agua Fria St.)	Base Camp Parking & Catering Tent	\$1,000