



July 3, 2018

Santa Fe Police Department
2515 Camino Entrada
Santa Fe, NM, 87507
Attn: Chief of Police Andrew Padilla

Re: "Women on Patrol" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from July 3, 2018 (the "Effective Date"), between Santa Fe Police Department ("SFPD") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Women on Patrol" as more fully described in Exhibit A attached hereto (the "Series"):

1. Term. The term of this Agreement ("Term") is the period commencing on the Effective Date and continuing through and including, July 2, 2019 (the "Initial Contract Year"). The parties shall have the right to extend the Term until, July 2, 2020 by mutual agreement. If any television network for which Producer is producing the Series (the "Network") desires additional options to order more Series episodes for production requiring access beyond the Initial Contract Year, Producer and SFPD shall negotiate in good faith to extend the Term as required by the Network (for purposes of this Agreement any extension hereunder may collectively be referred to as the "Extended Term"). Notwithstanding the foregoing, either party may terminate this Agreement on thirty (30) days prior written notice to the other party.
2. Access. During the Term, and any Extended Term, SFPD grants to Producer and its production personnel permission to enter upon and use SFPD's offices, facilities and vehicles utilized by and/or in connection with SFPD (including, but not limited to, stations or precincts (or the equivalent), jail facilities, offices, patrol cars or other vehicles) (collectively, "SFPD Property") in addition to permission to accompany SFPD officers or other personnel (collectively "SFPD Personnel") during the course of their duties or otherwise (subject to the advance limitation imposed by SFPD as necessary for the safety and security of the SFPD Personnel and SFPD Property) for the purpose of filming, videotaping, photographing and otherwise recording the SFPD Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of SFPD Property, including names, signs and identifying insignia of SFPD in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. SFPD reserves the right to restrict access to some areas of SFPD Property or require Producer to be accompanied by SFPD Personnel in certain designated areas. Producer shall have the right to make such use of SFPD Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on SFPD Property, and Producer agrees to remove same after completion of work and leave SFPD Property in substantially the same condition as when Producer entered upon SFPD Property, reasonable wear and tear excepted. SFPD further agrees that Producer shall be entitled to return to SFPD Property thereafter at a mutually acceptable date and time, if and as required for still photography or other activity required in connection with the production, promotion or other exploitation of the Series.
3. License. SFPD licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise use SFPD Personnel and SFPD Property and all SFPD Personnel and SFPD

Property names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials to which Producer is afforded access hereunder in and in connection with the development, production, exhibition, exploitation, and promotion of the Series, related series or derivative work, and the marketing, promotion, and publicity thereof and/or otherwise, in all forms of media, now known or hereinafter invented, throughout the world an unlimited number of times in perpetuity.

4. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Term or Extended Term: (a) the rights of access and license granted by SFPD pursuant to paragraphs 2 and 3 above, respectively, shall be exclusive to Producer with respect to police agency "Ride Along" long-form programming produced for exhibition by means of television, the Internet and/or any other audio-visual media (whether now known or hereafter invented), excluding news programming and programming covering the activities of SFPD produced for exhibition on SFPD's website (collectively, "Permitted Programming"); and (b) SFPD shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of SFPD in any audio-visual media, except for Permitted Programming.
5. Safety / Security Review and Consultation Rights. Producer will provide SFPD with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring SFPD Property or SFPD Personnel for the purpose of identifying any safety or security risks to SFPD (e.g. recognition of a confidential informant, undercover officer, etc). If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by SFPD. SFPD shall have the right to review the content for factual accuracy, security and/or safety concerns, and SFPD classified information, provided that it is understood that Producer and Network shall make the final decision regarding the creative content of the Series and each episode thereof (including without limitation themes, featured events, story line, timeline, sequence of events, etc.).
6. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of SFPD Property or SFPD Personnel created by or with the authorization of Producer are collectively referred to herein as the "Material". Producer shall be the sole and exclusive owner of the Material with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in perpetuity, throughout the universe, to use and re-use, an unlimited number of times, all or any part of the Material for the purpose of making and producing television programs and other works, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to authorize others so to do. Neither SFPD, nor any employee of SFPD, nor any other party now or hereafter having an interest in SFPD Property or Personnel, shall have any right of action against Producer or any other party arising out of any use of said Material. Neither the expiration of this Agreement in its normal course nor its sooner termination for any reason shall affect the ownership by Producer of the Material.
7. Credit. SFPD acknowledges that any credits or other identification of SFPD that Producer may furnish in connection with the Series or otherwise shall be at Producer's sole discretion. Notwithstanding the foregoing, Producer agrees to accord SFPD an on-screen credit in substantially the form "Special Thanks to the Santa Fe Police Department" in accordance with the Network's then-current credit policies, for all Series episodes in which SFPD personnel and activities are depicted. Producer shall determine the size, position, manner of presentation and all other matters with respect to such credit in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by any third party, to accord such credit shall be deemed a breach of this Agreement by Producer.
8. No Obligation to Proceed. SFPD acknowledges and agrees that Producer is not obligated to actually use SFPD Property or produce the Series or include the Material in the episode of the Series for which it was prepared or otherwise exercise any or all of Producer's rights hereunder.

9. No partnership. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture. SFPD and SFPD Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical demands placed upon them by, or as a result of, the filming and production of the Series.
10. Insurance. Producer will obtain and keep in force during production of the Series with SFPD a policy of commercial general liability insurance naming the SFPD as an additional insured entity in a minimum amount of \$1,000,000 and provide proof thereof to the SFPD prior to the commencement of production.
11. Indemnification. Producer agrees to defend, indemnify and hold harmless SFPD from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments (including payment of all reasonable outside attorneys fees and costs) arising out of or in connection with the development, production, distribution, or other exploitation of the Series and/or Producer's performance under the Agreement as well as the performance of any of Producer's employees, agents, representatives, employees and subcontractors, except to the extent caused by SFPD's gross negligence, willful misconduct or breach of this Agreement.
12. Governing Law and Venue. Producer shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the SFPD of Santa Fe, New Mexico. In any action, suit or legal dispute arising from this Agreement, the Producer agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.
13. New Mexico Tort Claim Act. If and to the extent applicable, any liability incurred by the SFPD in connection with this Agreement 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 SFPD 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 in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.
14. Notice. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

If to SFPD:
Santa Fe Police Department
2515 Camino Entrada
Santa Fe, NM, 87507
Attn: Chief of Police Andrew Padilla

If to Producer:
Big Fish Entertainment, LLC
Attention: Daniel Cesareo
1411 Broadway, 16th Floor
New York, NY 10018

With a courtesy copy to:
Del Shaw Moonves Tanaka Finkelstein & Lezcano
2029 Century Park East, Suite 1750
Los Angeles, CA 90067
Attn: Ethan J. Cohan, Esq. and Todd J. Weinstein, Esq.

15. Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
16. Miscellaneous. Each of the individuals signing this Agreement below represents that such individual is empowered to execute this Agreement on behalf of the party for which such individual is acting. Producer may assign its rights under this Agreement in whole or in part to any person, firm, or corporation related to the production, distribution or exploitation of the Series. SFPD shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, SFPD shall at all times keep the terms of this Agreement confidential. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any executed counterpart sent by facsimile or transmitted electronically in Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. In the event that any provision hereof shall be deemed invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and condition hereof. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein, supersedes and replaces all prior understandings and agreements concerning such subject matter, whether written or oral, and cannot be modified except in writing signed by the parties.

If the foregoing complies with your understanding of our agreement, please so signify by countersigning this letter where indicated below.

Very truly yours,

BIG FISH ENTERTAINMENT LLC

By: See Attached
Daniel Cesareo, its Managing Member

ACKNOWLEDGED AND AGREED:

City of Santa Fe, Santa Fe Police Department

By: [Signature]
Erik Lutzenberg, City Manager

Its: _____

Attest:


With a courtesy copy to:
Del Shaw Moonves Tanaka Finkelstein & Lezcano
2029 Century Park East, Suite 1750
Los Angeles, CA 90067
Attn: Ethan J. Cohan, Esq. and Todd J. Weinstein, Esq.

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If the foregoing complies with your understanding of our agreement, please so signify by countersigning this letter where indicated below.

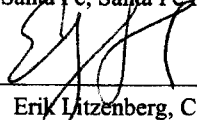
Very truly yours,

BIG FISH ENTERTAINMENT LLC

By: 
Daniel Cesareo, its Managing Member

ACKNOWLEDGED AND AGREED:

City of Santa Fe, Santa Fe Police Department

By: 
Erik Litzenberg, City Manager

Its: _____

Attest:

Attest:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

Approved as to form:

EM 5/12
Erin K. McSherry, City Attorney

Approved:

Mary McCoy 8/07
Mary McCoy, Finance Director



Exhibit A

Series Concept

Big Fish Entertainment LLC ("BFE") proposes a multi-part series that embeds in several municipalities across the country following several female officers in each location for the duration of the series. It's a humanizing look at female law enforcement officers in America. From distressing situations to community policing we'll follow female officers and deputies on their shifts across an 8-12 week run.

In Santa Fe, New Mexico, we propose embedding with the Santa Fe Police Department on "Ride Alongs" to capture the perspective of the officers within the department and the city. The story will be told through their experiences on patrol.

Timeline

BFE proposes to begin production in _____, 2018. The embed commitment is for 8-12 weeks.

Film Crews

Each crew will generally consist of 2-4 members: two camera operators, and a producer (only when necessary). The crew will have extensive experience working with Police and be certified in field and safety procedures in the field. As always they will follow the direction of their assigned law enforcement. Safety of the officers and film crew are paramount. At no time will safety be secondary to filming. Officers will control environment at all times and be able to stop filming at their discretion.

Access to Locations

The primary locations for the series shall include public streets, police headquarters, police precincts, police locker-rooms, local jails, detective and similar offices and patrol cars. BFE will be responsible for obtaining permission to shoot on any private property.

Access to the Santa Fe Police Department

BFE requires access to one small area within the SFPD station to stage its operations, re-charge batteries, and undertake other production-related activities. BFE will be responsible for security of its equipment. BFE will need parking for two vehicles at the police station or at a parking lot adjacent to the police station.

Access to Key Characters

The proposed main characters in the series would include 3 to 5 key officers involved in the SFPD. Coverage of officers would be simultaneous at times, but may also rotate periodically. The privacy of all officers will be respected and strictly enforced.

Activities

BFE filming may include, without limitation, any and/or all of the following activities:

- Investigations
- Operations
- Day-to-day police station meetings, shift changes, etc.
- Officers preparing for their shifts

- Any assignment process
- Day time patrol car ride along
- Night time patrol ride along
- Regular Interviews with key officers of the police station
- Activity at the police station

All access will be controlled by the SFPD as well as the specific officers involved. BFE will provide a liaison with the SFPD to maintain communication and updates at all times concerning the activities and whereabouts of the production crew. BFE will work with SFPD members to develop strict protocols in regards to the parameters of filming. The Series will not reveal any confidential investigative tactics that SFPD instructs BFE not to release as public information.