

**SANTA FE COUNTY**

Agreement for

(Check one)

☒

Commercial use of SFC premises and/or real property

☐

Santa Fe County employees

☐

Other (Describe).

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This Agreement is made this 22 day of September, 2014, between **Santa Fe County**, Santa Fe, NM, 102 Grant Avenue, Santa Fe, New Mexico 87504-0276, a political subdivision of the State of New Mexico (hereinafter "County"), and **Universal Network Television, LLC**, 100 Universal City Plaza, Universal City, California 96108, a corporation organized and existing under the laws of the State of California, and authorized to do business in the State of New Mexico (hereinafter the "Producer").

**RECITALS**

**Whereas**, the County owns certain real property and facilities which from time to time is available for use for commercial purposes upon rates and fees established by the County;

**Whereas**, the County is willing to provide facilities and personnel upon the terms and conditions stated in this Agreement;

**Whereas**, the Producer is willing to pay rates and fees as stated herein to the County for access and use of County facilities and for County staff time for a commercial film being made by the Producer.

**Now therefore it is agreed between the parties:**

**Section One**

The Event

- A. Event and Location: Film production of the production "Stanistan" (the "Production") at the Santa Fe County Public Works building, 424 NM Highway 599, Santa Fe County, Santa Fe, New Mexico for a period of five (5) days beginning on or

about September 29 through October 6, 2014. Filming/shoot is scheduled to occur from the hours of 6:00 am to 8:00pm in the date range above (hereinafter the "Event").

B. Time: It is understood that the film production for the Event is contingent on weather and other factors that may affect production activities but that the access and use provided herein are at the rates stated herein for the Event. If weather conditions or production exigencies make the Event impossible, the Event may be postponed to another mutually acceptable dates and time. Such permission shall continue until completion of all scenes and work required. At any time within six (6) months from the completion of the Event, Producer may on not less than five (5) days prior written notice to the County, re-enter and use the Premises for such periods as may be reasonably necessary to photograph re-takes, added scenes, etc., desired by Producer upon the same terms and conditions contained in this Agreement for a daily fee (see Section Three below).

C. Rates: The rates for filming a production on property or in facilities owed by Santa Fe County are:

\$100.00 per day for set up and preparation for filming  
\$500.00 per day for filming  
\$100.00 per day for take down and removal of production equipment  
(including restoring facility or property to prior condition)

D. County Employees: If County employees are required to be present during the Event, the Producer shall pay the County for the employee's hourly rate and employee benefits during regular County business hours, or time and a half for the employee's time (and employee benefits) before or after County business hours. County business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excepting holidays recognized by Santa Fe County.

## **Section Two**

### **Access and Use of County Facility or Property**

By this Agreement, the County grants to Producer, its agents, employees, contractors and other persons connected with the Production, the following right to access and use: the large and small break rooms at the Public Works building, and the hallway leading to the conference room in the Public Works building, the conference room, the open area between the shop and the sign building, and the west end of the complex for base camp (the "Premises").

#### **A. Terms and Conditions of Access and Use**

1. To enter and remain upon the Premises with personnel, equipment and sets for the sole and express purpose of recording and photographing scenes live or on tape, film or by any other process on the Premises beginning September 30 through October 6, 2014.

2. Without limiting the generality of the paragraph 1 above, to photograph and record the interior and exterior of the building and other structures, including, but not limited to, signs, furniture, and pictures contained in or on such buildings and/or structures which are on the Premises and to photograph and record any animals on the Premises.
3. To change the location of and/or replace furnishings in the buildings located on the Premises for the purpose of photographing and recording scenes pursuant to this Agreement provided however, that Producer shall return and replace all such furnishings prior to vacating the Premises.
4. To remove all of Producer's sets, structures, and other materials and equipment from the Premises.
5. To use the name of the Premises and/or the name of any buildings or structures located on the Premises or to represent each of the foregoing as another real or fictional location in connection with Producer's use of the recordings and photographs made pursuant to this Agreement.
6. To construct and photograph a set duplicating all or part of the Premises and buildings or structures (including but not limited to, any signs or any interiors of the buildings and structures).
7. Producer accepts the Premises "as is" in its present state and condition without any representation or warranty by the County as to the condition of the Premises. Producer shall not cause any permanent damage to the Premises and upon completion of the Event, Producer shall repair any damage and return the Premises to the condition existing prior to Producer's use, reasonable wear and tear excepted, and to pay for any damage or injury that may occur through Producer's use of the Premises, reasonable wear and tear excepted.
8. Producer shall complete the Event during the hours stated above and with minimal disruption or interference with to the day to day business activities of the County and its employees.

### **Section Three** Obligations of the Producer

A. Rates and Fees. Prior to the Event described in Section Two above, the Producer shall pay to Santa Fe County: one thousand three hundred (\$1,300) for access and use of the Premises.

|                           |                |
|---------------------------|----------------|
| 2 prep day(s) @ \$100/day | = \$200        |
| 2 shoot(s) @ \$500/shoot  | = \$1,000      |
| 1 strike @ 100/strike     | = \$100        |
| Total:                    | <u>\$1,300</u> |

If full payment of the access and use fee or rate is not made in advance of the scheduled Event, the County will consider this Agreement to be void and no further notice is required.

It is agreed and understood that County employees will be present on the Premises during the Event and Producer agrees to pay for the employee's time at the rate stated in Section One, Paragraph D, above. This fee will be invoiced to Producer at the conclusion of the Event.

B. Insurance and Indemnification. Except for any claims that are the result of the negligence or willful misconduct of the County, its employees or agents, Producer agrees to hold harmless and indemnify the County for any and all suit, claims for loss or liabilities for, any person injury to any person or and damage to the Premises or property thereon, occasioned by or resulting from Producer's use of the Premises under this Agreement. and any and all claims asserting a failure to act, whether sounding in personal injury, property damage, injunctive relief or other extraordinary relief, or otherwise; and the Producer shall promptly pay and satisfy any and all judgments rendered against the County or sums paid out by the County in payment of any claims asserted or awarded against the County resulting from Producer's use of the Premises. The Producer shall obtain insurance from companies authorized to write and provide insurance in the State of New Mexico. The Producer shall procure and maintain throughout the term of this Agreement a commercial general liability with liability limits in amounts not less than the limits established in the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978, as amended, or a policy not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed by the Producer under this Agreement and contractual liability coverage. The County of Santa Fe shall be named as an additional insured on the policy.

(1) Damage or injury during use. If the County claims the Producer is responsible for any damage or injury, or both, the County shall notify Producer in writing within five (5) days after the filming Event that is the subject of this Agreement. The notice shall describe the damage or injury for which the County claims the Producer is responsible. The County shall cooperate with the Producer or Producer's insurance company to investigate the claim and permit Producer's insurance company representative to inspect the Premises which the County claims to be damaged or injured.

C. If the Producer fails to deliver to the County for its approval, a certificate of insurance showing the coverage required by this Paragraph B. (Insurance and Indemnification) at least three (3) business days before the Event, the County will consider this Agreement to be void and no further notice is required.

D. Term of Agreement: The use provided by County under this Agreement is event specific. This Agreement shall not extend beyond the Event specific in Section One above, and only at the above-cited location on the date and at the time specified. This Agreement shall be null and void if the Producer moves the Event from said location or reschedules the date or time without timely written notice to the County.

E. New Mexico Tort Claims Act: No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its “public employees” at common law or under the New Mexico Tort Claims Act, § 41-4-1 et seq. NMSA 1978, as amended.

F. Producer’s Ownership: The County acknowledges that Producer owns all rights in and to all such recordings and photographs. Without limiting the generality of the preceding sentence, Producer, its successors, licensees and assigns have the right to broadcast, exhibit and otherwise exploit the photographs, films and recordings of the Premises throughout the universe in any manner and media in perpetuity including without limitation advertising, promotion, publicity, marketing and exploitation.

#### **Section Four** **Miscellaneous**

A. This Agreement does not create any rights in any persons or entities not a party hereto. Producer shall not assign this Agreement without the prior written approval of the County. Notwithstanding the foregoing, Producer shall have the right to license its rights under this Agreement or to assign its rights in the Production to the extent necessary to effect the distribution, exhibition, broadcast or other exploitation, advertising and/or promotion of the Production.

B. County agrees that County has not paid any money or other valuable consideration to Producer for the inclusion of the Premises in the Production, nor has the County paid any money to anyone or accepted any money from anyone for the inclusion of any plug, reference, or product identification on the Premises.

C. If any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

D. This Agreement shall be governed by, construed and enforced in accordance with the Laws of the State of New Mexico and any dispute hereunder shall be brought in the First Judicial District Court, Santa Fe County, Santa Fe, New Mexico.

E. The County warrants, represents, and agrees that (a) County has the sole right and authority to grant to Producer all of the rights set forth herein and to enter into and sign this Agreement; (b) it is not necessary for Producer to obtain the consent of any other person or entity in order to exercise the rights granted to Producer herein.

F. Producer hereby represents and warrants that it is a corporation duly organized and in good standing under the laws of the State of California and that the designated contact or representative for purposes of this Agreement is: Rowan Stanland, (505) 250-2327

G. The Producer warrants that this Agreement has been duly authorized and the person executing this Agreement is authorized to do so, and once executed this Agreement shall constitute a binding obligation of the Producer.

H. Survival. The provisions of following paragraphs shall survive the expiration or termination of this Agreement: Indemnification; New Mexico Tort Claims Act.

The parties have executed this Agreement the day and year first written above.

**Santa Fe County**

  
Katherine Miller  
Manager

Date: 9.22.14

Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney

Date: 9/22/14

Finance Department

  
Teresa C. Martinez  
Finance Director

Date: 9/22/14

**Universal Network Television, LLC**

  
(signature and title)  
Prod Exec

Date: 9/23/14