



October __, 2020

City of Pompano Beach
on behalf of the Pompano Beach Fire-Rescue
120 SW 3rd Street
Pompano Beach, FL 33060
Attn: Chief Chad Brocato

Re: "Live Rescue" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from October __, 2020 (the "Effective Date"), between City of Pompano Beach on behalf of the Pompano Beach Fire-Rescue ("CPBFR") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Live Rescue" (the "Series"):

1. Term. The term of this Agreement ("Term") is the period commencing on the Effective Date and continuing for a period of one (1) year (the "Initial Contract Year"). The parties shall have the right to extend the Term for an additional period 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 CPBFR 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"). Producer and CPBFR acknowledge and agree that at any time during the Term, either party may terminate this Agreement upon thirty (30) days written notice to the other party.
2. Access. During the Term, and any Extended Term, CPBFR grants to Producer and its production personnel permission to enter upon and record (audio and/or visual) CPBFR's offices, facilities and vehicles utilized by and/or in connection with CPBFR (including, but not limited to, all areas of the applicable station, CPBFR's training facilities, fire, ambulance, EMT and other rescue vehicles, and the 911 call center and dispatch facilities) (collectively, "CPBFR Property") in addition to permission to accompany CPBFR fire fighters, EMTs, paramedics, rescue personnel and/or other CPBFR personnel (collectively "CPBFR Personnel") during the course of their duties or otherwise (subject to the limitations imposed by CPBFR as necessary for the safety and security of CPBFR Personnel and CPBFR Property and the individuals and entities for whom they provide emergency services, including any limitations imposed by CPBFR in order to comply with the Health Insurance Portability and Accountability Act ("HIPAA")) for the purpose of filming, videotaping, photographing and otherwise recording the CPBFR Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of CPBFR Property, including names, signs and identifying insignia of CPBFR in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. CPBFR reserves the right to restrict access to some areas of CPBFR Property or require Producer to be accompanied by CPBFR Personnel in certain designated areas. In the event CPBFR determines that any aspect of Producer's filming of the Series unreasonably interferes with the professional services and/or care required to be provided by the CPBFR Personnel, Producer agrees to follow the directions of CPBFR Personnel in order to eliminate any such interference. Producer shall have the right to make such use of CPBFR Property as may reasonably be required for the production of the Series, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on CPBFR Property, and Producer agrees to remove same after completion of work and leave CPBFR Property in substantially the same condition as when Producer entered upon CPBFR Property, reasonable wear and tear excepted. CPBFR further agrees that Producer shall be entitled to return to CPBFR 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. Producer acknowledges and agrees that Producer shall be responsible for obtaining HIPAA waivers as necessary in the course of filming for the Series.

3. Rights. CPBFR licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise use CPBFR Personnel and CPBFR Property and all CPBFR Personnel and CPBFR 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 CPBFR pursuant to paragraphs 2 and 3 above, respectively, shall be exclusive to Producer with respect to "Live" or "Almost Live" 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 CPBFR produced for exhibition on CPBFR's website (collectively, "Permitted Programming"); and (b) CPBFR shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of CPBFR in any audio-visual media, except for Permitted Programming.
5. Review. Producer will provide CPBFR with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring CPBFR Property or CPBFR Personnel for the purpose of identifying legal concerns (including any potential HIPAA concerns), disclosure of confidential information and/or safety or security risks to CPBFR. If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by CPBFR. In addition, Producer shall provide a CPBFR representative (the "Representative") with a direct phone number to the control room for the Series or the right to be on the ground with Producer's crew during Producer's filming with the CPBFR to review material being captured and distributed in connection with the Series. In both instances, CPBFR shall have the right to review the content for legal concerns (including any potential HIPAA concerns), disclosure of confidential information and/or safety or security concerns. Notwithstanding the foregoing, it is understood that Producer and Network shall make the final decision regarding all editorial matters and 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 CPBFR Property or CPBFR 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 CPBFR, nor any employee of CPBFR, nor any other party now or hereafter having an interest in CPBFR Property or CPBFR 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. CPBFR acknowledges that any credits or other identification of CPBFR 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 CPBFR an on-screen credit in substantially the form "Special Thanks to the City of Pompano Beach and the Pompano Beach Fire-Rescue" in accordance with the Network's then-current credit policies, for all Series episodes in which CPBFR 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. CPBFR acknowledges and agrees that Producer is not obligated to actually use CPBFR 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. CPBFR and CPBFR 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 requests 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 CPBFR a policy of commercial general liability insurance naming CPBFR as an additional insured entity in a minimum amount of \$1,000,000 and provide proof thereof to CPBFR prior to the commencement of production.
11. Indemnification. Except as arising from matters covered by CPBFR's indemnification to Producer as set forth below, Producer agrees to defend, indemnify and hold harmless CPBFR from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with (i) the development, production, distribution, or other exploitation of the Series, (ii) Producer's access to or use of CPBFR Property for the purpose of or related to the creation, production, development, distribution, exhibition, exploitation, marketing and/or promotion of the Series; (iii) the exercise of any licenses or rights granted to Producer under this Agreement; and (iv) any violations or alleged violations of HIPAA or other privacy or confidentiality rights. CPBFR agrees that Producer shall have the sole right to control the legal defense against any claims, demands or litigation, including the right to select counsel of its choice and to compromise or settle any such claims, demands or litigation. To the extent provided by law, CPBFR agrees to defend, indemnify and hold harmless Producer from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with any alleged violations of any laws, rules, ordinances, or regulations and/or the gross negligence or willful misconduct of CPBFR and/or CPBFR Personnel, subject to the statutory monetary limits set forth at Section 768.28, Fla. Stat. and shall not be considered a waiver of same nor shall be considered as consent to be sued.
12. Governing Law and Venue. This Agreement and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the substantive laws of the State of Florida, without regard to the conflict of law provisions thereof. Venue for any action or suit arising under or relative to this Agreement or brought to interpret or enforce this Agreement shall lie exclusively in the appropriate state or federal court situated in Broward County, Florida and the parties submit to the in personam jurisdiction thereof and waive any objections they may have as to jurisdiction or venue in any such courts.
13. 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 CPBFR:
City of Pompano Beach
on behalf of the Pompano Beach Fire-Rescue
120 SW 3rd Street
Pompano Beach, FL 33060
Attn: Chief Chad Brocato

If to Producer:
Big Fish Entertainment, LLC
5 Times Square
Floors 9 & 10
New York, NY 10036
Attention: Daniel Cesareo

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.

14. 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. CPBFR shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, CPBFR 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: _____
Daniel Cesareo, President

ACKNOWLEDGED AND AGREED:

CITY OF POMPANO BEACH

ON BEHALF OF THE POMPANO BEACH FIRE-RESCUE

By: _____

Its: _____