

MEDIA PRODUCTION AGREEMENT

This Media Production ("Agreement"), dated as of _____, 2022 ("Effective Date") by and between the City and County of San Francisco acting through the San Francisco Animal Care & Control ("SFACC" or "City") and BH/AB Productions LLC ("Producer"), (collectively referred to as the "Parties"), in connection with the television project, CURRENTLY UNTITLED SFACC ANIMAL RESCUE DOCUSERIES ("SIZZLE").

WHEREAS, Producer wishes to, in accordance with the terms of this Agreement, enter upon and record (audio and/or visual) or otherwise film the facilities and equipment of SFACC's, as well as film personnel and employees at such designated facilities and animal rescue activities at other locations throughout areas of San Francisco, for possible inclusion as part of Sizzle.

WHEREAS, SFACC desires to promote the public education and understanding of how the SFACC fulfills its mission to serve and safeguard the animals of the community.

NOW, THEREFORE, in consideration of the following covenants and agreements, the Parties agree as follows:

1. Permission. SFACC grants Producer permission to film in accordance with this Agreement.

2. Term: The Term of this Agreement ("Term") is the period commencing as of the date hereof and continuing for a period of one (1) week ("Initial Contract Period"). The parties shall have the right to extend the Term for an additional one (1) year period through and including, _____ by mutual agreement. If any television network for which Producer is pitching the Sizzle (the "Network") desires additional options to order more episodes for production requiring access beyond the Initial Contract Period, Producer and SFACC 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 acknowledges and agrees that at any time during the Term, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

3. Access.

A. SFACC hereby grants Producer the right to enter upon SFACC's premises and working locations, including without limitation, SFACC's facilities & vehicles, and to accompany and film SFACC's Personnel, with such equipment as it deems appropriate to film, videotape, photograph, and otherwise record the operations of SFACC's Personnel and to accompany Personnel during the course of their duties or otherwise for the purpose of filming, videotaping, photographing and otherwise recording the SFACC's Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of SFACC's Property, including names, signs and identifying insignia of SFACC in connection with production of the Sizzle, related series, or derivative work and the marketing, promotion and publicity thereof. Producer acknowledges that SFACC's premises and working locations are used in furtherance of SFACC's respective daily operations and therefore, Producer shall schedule time in advance to access SFACC's premises and working locations, Personnel, and Property.

B. SFACC will endeavor to allow Producer access to SFACC's Personnel as they perform their duties both on SFACC's Property and at other locations (together with the SFACC's Property, the "Locations") provided Producer makes arrangements in advance as provided in paragraph 3(A).

C. SFACC reserves the right to restrict access to some areas of SFACC's Property or require Producer to be accompanied by SFACC's Personnel in certain designated areas. In the event SFACC determines that any aspect of Producer's filming of the Sizzle unreasonably interferes with the professional services and/or care required to be provided by the SFACC's Personnel, Producer agrees to follow the directions of SFACC's Personnel in order to eliminate any such interference.

D. At all times at Locations, Producer shall obey the reasonable instructions of any and all Personnel

regarding how far to remain safely away from a Location.

E. Producer shall have the right to make such use of SFACC's Property as may reasonably be required for the production of the Sizzle, including, without limitation, the right to place all necessary non-SFACC Personnel, facilities, vehicles and equipment on SFACC's Property upon advanced notice to and receipt of approval from SFACC, and Producer agrees to remove same after completion of work and leave SFACC's Property in substantially the same condition as when Producer entered upon SFACC's Property, reasonable wear and tear excepted. SFACC further agrees that Producer shall be entitled to return to SFACC's 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 Sizzle provided Producer makes arrangements in advance as provided in paragraph 3(A).

F. Producer will endeavor to respect the privacy of SFACC's Personnel by limiting filming of SFACC's Personnel during their official duties and not filming SFACC's Personnel while they are performing personal activities unless otherwise approved by such SFACC's Personnel.

G. Producer acknowledges that they may not enter private residences without prior permission or consent from the appropriate private party, and Producer understands that SFACC's Personnel are not required to obtain such permission or consent for Producer.

H. SFACC reserves the right to cancel or reduce the period of access due to causes foreseen and unforeseen.

I. Producer acknowledges that access privileges do not grant permission to move any furniture or items, nor to modify any of the facilities. Requests to move items must be approved by SFACC and all items must be returned to their origin allocations before leaving the location.

J. Producer agrees to sign the City's USE AGREEMENT FOR CITY PROPERTY FOR FILM PRODUCTION AND RELATED ACTIVITIES, provided opportunity to review and comment thereon, and any other legally required SFACC liability waivers as necessary, which may include the payment of any location fees in connection thereto.

4. Restrictions on Use. Producer shall not use, and Producer shall prohibit any of its Agents (defined as follows) or Invitees (defined as follows) from using the SFACC Property for any activities other than the use as permitted by this Agreement herein. The term "Agents" shall mean Producer's officers, directors, members, agents, employees, invitees, Producers, and any employees of such parties. The term "Invitees" shall mean Producer's invitees, guests or business visitors. By way of example only and without limitation, the following uses of SFACC Property by Producer, or any of its Agents or Invitees are prohibited:

(a) Producer shall not construct or place any permanent structures, signs or improvements on the City Property, nor shall Producer alter any existing structures, signs or improvements on SFACC Property.

(b) Producer shall not conduct any unauthorized activities on or about SFACC Property that constitute waste or nuisance.

(c) Producer shall not damage City's real or personal property, reasonable wear and tear excepted.

(d) Producer shall not cause any Hazardous Material (defined as follows) to be brought upon, kept, used, stored, released, generated or disposed of in, on or about SFACC Property, or transported to or from SFACC Property; provided, however, that Producer may bring gasoline and petroleum products on SFACC Property to run generators and propane for catering activities, provided such products are in commercially reasonable amounts and stored in a commercially reasonable manner.

(i) Producer shall immediately notify City of any release or suspected release of Hazardous Material. Producer shall comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event of a release of Hazardous Material, Producer shall, without cost to City and in accordance with all laws and regulations, return the City Property to the condition immediately prior to the release. Producer shall allow City to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.

(ii) For purposes of this Agreement, "Hazardous Material" includes, without limitation, the following: any material defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about SFACC Property.

5. Rights. Solely in connection with the development, production, exhibition, exploitation and promotion of the Sizzle, any related program (i.e., series, best of's, compilations, clip shows, reunions, digital extras, etc.), and any marketing, promotion and publicity thereof, SFACC acknowledges and agrees that Producer has the right to photograph, film, and record the Locations, SFACC's Personnel, as well as images, trademarks, service marks, tradenames, logos, copyrighted material owned or controlled by SFACC, and to broadcast, exhibit, and otherwise exploit the photographs, film, and recordings of Locations, SFACC's Personnel ("Recordings") and any equipment, uniforms, furnishings, works of art, memorabilia, and other objects located in or around the Locations, in any manner and all forms of media whatsoever, whether now known or hereafter devised, through the universe in perpetuity. For the avoidance of doubt, Producer shall not exploit the Recordings, nor shall it authorize any third parties to exploit the Recordings, in connection with any other production outside of Sizzle and any advertising and promotion permitted thereto. Producer acknowledges and agrees that SFACC cannot grant any rights with respect to any third-party marks, logos, names or copyrights, furnishings, works of art, memorabilia, and other objects ("Third Party Marks"), which may appear on or about the Locations and accordingly, as between Producer and SFACC, Producer shall be solely responsible for obtaining any and all necessary consents, permissions or licenses to include such Third-Party Marks in Sizzle. Pursuant to Administrative Code Section 1.6 governing use of the City's Corporate Seal, if Producer wishes to seek permission to use the City's Corporate Seal for commercial purposes, Producer must follow the procedures set forth in Section 1.6 and seek the City and County of San Francisco's Board of Supervisors approval.

6. Promotion. SFACC acknowledges that Producer may promote and publicize Sizzle with intention to secure series order. Producer may refer to SFACC's participation in Sizzle in any promotion and publicity it may wish to undertake if such promotion and publicity portrays SFACC in a factually accurate manner.

7. Consent & Privacy.

A. Producer will obtain the consent of all persons who are the subject of a photograph, film, videotape, or sound recording to the extent such consent is required by Federal or California law as determined by Producer in their sole discretion. Producer will be responsible for obtaining all necessary permissions and consents from all third-parties as determined by Producer in their sole discretion. All written consents Producer intends to have executed shall be provided to SFACC in advance for review.

B. Regarding SFACC's Personnel featured, Producer shall supply an SFACC-approved personnel consent form to SFACC Personnel for their consent and signature prior to a photograph, film, videotape, or sound recording identifying such person may be taken. SFACC will aid Producer in obtaining SFACC Personnel consent, however, Producer acknowledges that SFACC is unable to force its employees to give such consent. Producer shall obtain from SFACC Personnel a completed City APPEARANCE RELEASE FOR CITY EMPLOYEE form.

8. Permits. Producer agrees to obtain a California Film Permit and any other necessary working permits, certifications, credentials, authorizations, and licenses, including, but not limited to, a City of San Francisco film permit prior to any filming or recording of any type. It is the sole responsibility of Producer to obtain all film permits required for purposes of filming the Sizzle.

9. Safety.

A. Producer and crew, employees, and agents must abide by all SFACC's rules and regulations of which SFACC makes Producer aware and must comply with the directions of SFACC's safety personnel and other SFACC officials as required.

B. Producer further agrees to comply with all reasonable limitations on the production imposed by SFACC as necessary for the safety and security of the public, any individuals, and the Locations.

10. Ownership.

A. Producer shall own all rights of every kind in and to the recorded material (including without limitation all visual and sound recordings of any kind and/or still photographs) created by or with the authorization of Producer while performing under this Agreement with SFACC, including but not limited to, the entire copyright (collectively, "Material"). Producer shall be the sole and exclusive owner of the Material with the right, but not the obligation, 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 the Sizzle, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised throughout the universe in perpetuity, and to authorize others so to do. It is further understood and agreed, that any footage that has not been reviewed by the SFACC pursuant to Paragraph 11 shall not be utilized in any manner without the SFACC's prior review and consent. Notwithstanding the foregoing, Producer agrees to portray SFACC and SFACC's personnel in a factually accurate manner and not to defame, libel, or cast in a misleading or false light SFACC or their respective personnel. 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.

B. Upon SFACC's request, Producer agrees to provide SFACC with viewing access by a mutually agreeable means, to the footage of the Sizzle featuring SFACC prior to the first broadcast anywhere. SFACC agrees to keep the access to Sizzle its own private use and that it may not be copied, exploited, distributed, broadcast or otherwise used by SFACC. All rights in the Sizzle will be held by Producer. Notwithstanding the foregoing, Producer agrees that should SFACC determine that it would be useful in such a manner, Sizzle may be shown for recruitment purposes subject to Producer's prior approval in each instance. However, it is agreed that such display, if undertaken and approved, will not be broadcast in any manner other than that which is necessary to show the episode in a single room.

11. No Obligation to Proceed. SFACC acknowledges and agrees that Producer is not obligated to use the Location or produce the Sizzle or include the Material in the Sizzle for which it was prepared or otherwise exercise any or all of Producer's rights hereunder.

12. Final Edit.

A. Producer will send or supply a "Rough Cut" of the edited pre-recorded segments of the Sizzle featuring SFACC's Personnel or the Locations to an SFACC Representative, by means of an international courier service, secure digital service, or otherwise prior to the first intended date of transmission, or by other means mutually acceptable to the Parties. Producer understands that SFACC's Representative's review of the Rough Cut may be done in consultation with SFACC's legal counsel.

B. SFACC's Representative agrees to provide its comments on the pre-recorded segments of Sizzle for the purpose of identifying legal concerns, factual accuracy, or the disclosure of confidential information to Producer in writing within forty-eight (48) hours of receiving the Rough Cut referred to in clause 12(A) above..

C. Producer will, in good faith, consider the views of SFACC's Representative or the designee contained in such comments when completing its final edit of the Sizzle but will, in any event, remove or amend material, which contains factual errors, discloses confidential information, or defames, libels, or casts in a misleading or false light SFACC or their respective Personnel as identified by the SFACC's Representative or designee. Producer agrees that the finished product will portray SFACC and their respective Personnel in a factually accurate manner.

D. Save for the provisions of clause 12(C) above, it is acknowledged and agreed that full editorial control of the Sizzle shall remain with Producer.

13. Indemnity. Producer shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"), arising in any manner out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the City Property, or any part thereof, whether the person or property of Producer, any of its Agents and Invitees, or third persons, relating in any manner to any use or activity under this Agreement; (b) any failure by Producer, or any of its Agents or Invitees, to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; (c) the use of the City Property or any activities conducted thereon by Producer, its Agents or Invitees; (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Producer, its Agents or Invitees, on, in, under or about the City Property, any improvements permitted thereon, or into the environment; or (e) any and all Losses arising in connection with this Agreement or the film or other work produced as a result of the activities conducted hereunder, including but not limited to, any such Losses relating to any alleged infringement of the patent rights, trademark, copyright, trade secret, privacy or other personal or other proprietary right of any person or persons.

This provision applies except solely to the extent of Losses resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the City Property and claims for damages or decreases in the value of adjoining property. Reasonable attorneys' fees and legal costs of City's City Attorney's Office shall be based on fees regularly charged by private attorneys in the City and County of San Francisco with an equivalent level of expertise and practicing in law firms with approximately the same number of attorneys as the City Attorney's Office. Producer shall have an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Producer by City and continues at all times thereafter. Producer's obligations under this Section shall survive the cancellation, expiration or termination of this Agreement.

14. Insurance

(a) Without in any way limiting Producer's liability pursuant to the "Indemnification" section of this Agreement, Producer must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(i) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Producers, Broadform Property Damage, and Products Liability and Completed Operations;

(ii) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and

(iii) Workers' Compensation Insurance in statutory amounts with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Producer, its employees, agents and subProducers.

(b) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(i) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(ii) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(c) All policies shall be endorsed to provide thirty days' advance written notice to City of cancellation for any reason, intended non-renewal, or reduction in coverage. Notices shall be sent to the City address set forth in Section 21, entitled "Notices."

(d) In the event that Producer operates or causes to be operated any aircraft, watercraft, rail vehicle or experimental vehicle under this Agreement, or the City determines that Producer's Permitted Uses require additional insurance, Producer shall, prior to commencing any such activity obtain such insurance as the City's Risk Manager requires for such activity.

(e) All insurance shall be provided under an occurrence basis.

(f) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(g) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated

coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(h) Before commencing any operations under this Agreement, Producer shall furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Producer's liability hereunder.

15. Limitation on Liability. IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

16. Nondisclosure of Private, Proprietary or Confidential Information. If this Agreement requires City to disclose "Private Information" to Producer within the meaning of San Francisco Administrative Code Chapter 12M, Producer shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing this Agreement.

17. Governing Law and Integration. This is a fully integrated Agreement, made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California without regard to its conflict-of-laws provisions. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

18. Jurisdiction. The Parties agree that jurisdiction over this agreement shall vest in the courts of California.

19. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

20. Severability. Should any covenant, condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of the Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, it shall be deemed valid to the extent of the scope or breadth permitted by law.

21. Notices. All notices, requests, demands and other communications under the Agreement shall be in writing and by personal delivery, overnight courier or e-mail, and shall be deemed having been duly given on the date of receipt (receipt shall also include communications that are delivered to the designated address and left at the premises if no one is at the premises or sent by e-mail and verified as delivered). Notices shall be addressed as follows, or as the Parties may subsequently designate by written notice:

NOTICES TO SFACC:

San Francisco Animal Care & Control
1419 Bryant St.
San Francisco, CA, 94103
Attn: Virginia Donohue, Director
Email: virginia.donohue@sfgov.org

NOTICES TO PRODUCER(S):

Alecc Bracero
22900 Oak Ridge Dr., Apt. 111
Santa Clarita, CA, 91350
Email: alecc.bracero@gmail.com

OR

Brandon Haberman
2220 Lonsdale Dr.
Cottonwood Heights, UT, 84121
Email: brandon_haberman@hotmail.com

22. Miscellaneous.

A. This Agreement cannot be amended, altered, modified, waived or superseded, in the whole or in part, except by a written agreement so stating which is signed by all Parties to this Agreement. No delay or omissions on the part of any party to this Agreement shall operate as a waiver of any such right or any other right. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

B. This Agreement is not assignable by either party, except that Producer may assign this agreement solely as necessary for the production, distribution or exploitation of Sizzle (with the understanding that physical production of the Program shall at all times be rendered by Producer, affiliates or contracting entity unless otherwise approved in writing by SFACC). Any such assignment renders this agreement void.

C. 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. SFACC and SFACC's 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 Sizzle.

D. This Agreement shall insure to the benefit of and be binding on each party, as well as its respective successors.

E. Except as required by law, SFACC shall at all times keep the terms of this Agreement confidential.

F. Producer will comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations at all times.

G. Nothing in this Agreement shall confer any rights upon any person or entity who is not a party to this Agreement, nor shall anything in this Agreement be construed as creating an obligation by either party to any non-party to this agreement.

H. Section headings are for convenience only and are not part of the Agreement.

I. The Parties hereby agree that faxed or electronic signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties.

J. Each person who executes this Agreement on behalf of any party to the Agreement represents and warrants that he or she has been duly authorized by such party to execute the Agreement.

K. The obligations of the Producer in this Agreement shall be joint and several.

IN WITNESS WHEREOF, PRODUCER and SFACC have executed this Agreement on the dates written below.

Signature:

Name: _____

Title: _____

Date: _____

SFACC – VIRGINIA DONOHUE

Signature:

Name: _____

Title: _____

Date: _____

PRODUCER - ALECC BRACERO

Signature:

Name: _____

Title: _____

Date: _____

PRODUCER - BRANDON HABERMAN

APPROVED AS TO FORM

CITY ATTORNEY DENNIS J. HERRERA

By: _____

BRADLEY A. RUSSI

DEPUTY CITY ATTORNEY