

File No. 101298

Committee Item No. 8

Board Item No. 7

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee CITY OPERATIONS AND NEIGHBORHOOD SERVICES

Date 10/25/10

Board of Supervisors Meeting

Date 11/2/2010

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
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| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
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Completed by: Gail Johnson

Date 10/21/10

Completed by: [Signature]

Date 10/28/10

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

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1 [Gift Acceptance - Police Department - Two Automobiles from KKI Productions - \$31,239.30]

2
3 **Resolution authorizing the San Francisco Police Department to accept as gifts from**
4 **KKI Productions a 2007 Honda Accord with mileage of 33,681 valued at \$15,571.44 and**
5 **a 2008 Toyota Corolla S-Type with mileage of 32,518 valued at \$15,667.86. These**
6 **automobiles will be placed into the general fleet of vehicles assigned to the San**
7 **Francisco Police Department.**

8
9 WHEREAS, The San Francisco Police Department regularly requires the use of
10 unmarked vehicles that are not obviously identifiable as police cars for law enforcement
11 purposes; and

12 WHEREAS, These vehicles are neither marked nor obviously identifiable as police
13 cars; and

14 WHEREAS, These vehicles are to be placed into the general fleet of vehicles assigned
15 to the San Francisco Police Department; now, therefore, be it

16 **RESOLVED, That the Board of Supervisors authorizes the Chief of the San Francisco**
17 **Police Department to accept as gifts from KKI Productions a 2007 Honda Accord with mileage**
18 **of 33,681 valued at \$15,571.44 and a 2008 Toyota Corolla S-Type with mileage of 32,518**
19 **valued at \$15,667.86. These automobiles will be placed into the general fleet of vehicles**
20 **assigned to the San Francisco Police Department.**

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Police Department
BOARD OF SUPERVISORS



RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2010 OCT -8 AM 9: 50

The Police Commission
CITY AND COUNTY OF SAN FRANCISCO

BY _____ AK _____

September 23, 2010

DR. JOE MARSHALL
President

THOMAS MAZZUCCO
Vice President

PETRA DEJESUS
Commissioner

ANGELA CHAN
Commissioner

JAMES HAMMER
Commissioner

CAROL KINGSLEY
Commissioner

Lieutenant Joseph Reilly
Secretary

File 101298

Board of Supervisors
City Hall, Room 244
#1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94103

Dear Supervisors:

At the meeting of the Police Commission on Wednesday, September 18, 2010, the following resolution was adopted:

RESOLUTION NO. 90-10

REQUEST FOR THE BOARD OF SUPERVISORS' APPROVAL AND ACCEPTANCE OF TWO AUTOMOBILES FROM KKI PRODUCTIONS: A 2007 HONDA ACCORD 4-DOOR SILVER WITH MILEAGE OF 33,681, VALUED AT \$15,571.44; AND, A 2008 TOYOTA COROLLA S-TYPE 4-DOOR CHARCOAL GRAY WITH MILEAGE OF 32,518, VALUED AT \$15,667.86. THESE AUTOMOBILES WILL BE PLACED INTO THE GENERAL FLEET OF VEHICLES ASSIGNED TO THE SAN FRANCISCO POLICE DEPARTMENT

RESOLVED, that the San Francisco Police Commission requests for the Board of Supervisors' approval and acceptance of two automobiles from KKI Productions: a 2007 Honda Accord 4-door silver with mileage of 33,681, valued at \$15,571.44; and a 2008 Toyota Corolla S-type 4-door charcoal gray with mileage of 32,518, valued at \$15,667.86. These automobiles will be placed into the general fleet of vehicles assigned to the San Francisco Police Department.

AYES: Commissioners Marshall, Mazzucco, DeJesus, Chan, Hammer, Kingsley

Very truly yours,

Lieutenant Joseph Reilly
Secretary

San Francisco Police Commission

1497/rct

cc: Sergeant R. Lee/Fleet

Memorandum

San Francisco Police Department



To: Captain Kathryn Brown
Commanding Officer
PLES 10B Unit

JEFFREY GODOWN
Assistant Chief of Police
Kitt Crenshaw, #1038
Cmdr. Patrol / Golden Gate Div.

From: Sergeant Martin Halloran #772
PLES 10B Unit

Captain Kathryn Brown #2146

Date: Monday, August 16, 2010

Subject: Acceptance of Gifts

In April 2010 the Acting Assistant Chief of Police for the Operation Bureau approved SFPD film production guidelines request for police services under Administrative Code Section 10-B and related activities between the City and County of San Francisco and KKI Productions 4000 Warner Blvd., Bldg. 14, Suite 200 Burbank, Ca. 91522. These activities surround the filming of a trutv television show called "Driver's Ed" which is also known as "Bait Car".

The San Francisco Film Commission Office and the San Francisco City Attorney's Office were negotiating with KKI Productions and signed a Use Agreement For City Property For Film Production-And Related Activities (refer to attached agreement and related exhibits). Per Exhibit D subsection 10 Gift. "Contractor agrees to provide two (2) automobiles outfitted with bait car equipment to the Department." The two automobiles purchased by KKI Productions for this filming are Ca/5ZOZ647 vin #1HGCM56337A148892 a 2007 Honda Accord 4 door silver with mileage of 33,681 and a purchase price of \$15,571.44 and Ca/6BHE131 vin #1NXBR30E58Z998142 a 2008 Toyota Corolla S-Type 4 door charcoal gray with mileage of 32,518 and a purchase price of \$15,667.86 (refer to attached Retail Installment Sale Contracts).

In accordance with SFPD DGO 2.01 subsection 27 I am requesting that the two (2) aforementioned automobiles be accepted as gifts, from KKI Productions, to the City and County of San Francisco and these automobiles be placed into the general fleet of vehicles assigned to the San Francisco Police Department. If approved by the San Francisco Police Commission and in accordance with San Francisco Administrative Code section 10.116 I recommend that this request be forwarded to the San Francisco Board of Supervisors for approval and acceptance.

Respectfully Submitted,
M. Halloran #772
Sergeant M. Halloran #772

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NOISSINWDO 301704
GEATSOSE

SFPD-68 (03/89) *

Memorandum

San Francisco Police Department



To: Captain M. Biel
Commanding Officer
Major Crimes

APPROVED YES NO

From: Sgt. W. Braconi *WB 2246*
Major Crimes

[Signature]
Commander John I. Loftus #1252

Date: Tuesday, February 09, 2010

Subject: 10851 Bait Car Enforcement

Sir,

The San Francisco Police Department, Major Crimes Detail is planning to address the ongoing and pervasive problem of automobile theft and automobile burglary. Through the use of an undercover 'bait' vehicle, we are going to conduct multiple plain clothes and uniform operations utilizing this vehicle. The officers assigned to the task will be conducting the operations during the normal course and scope of their duties as San Francisco Police Officers.

Respectfully submitted



GAVIN NEWSOM
MAYOR

**POLICE DEPARTMENT
CITY AND COUNTY OF SAN FRANCISCO**

THOMAS J. CAHILL HALL OF JUSTICE
850 BRYANT STREET
SAN FRANCISCO, CALIFORNIA 94103-4603



GEORGE GASCÓN
CHIEF OF POLICE

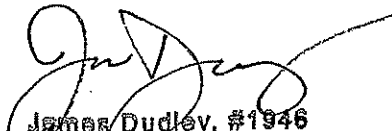
April 8, 2010

In accordance with Exhibit C: the San Francisco Police Department Film Production Guidelines request for police services under Administrative code Section 10-B the following is approved within the Use Agreement For City Property For Film Production And Related Activities between the City and County of san Francisco and KKI Productions.

Any person, corporation, firm or organization desiring additional personnel of the San Francisco Police Department, for law enforcement purposes within the City and County of San Francisco, may request the Chief of the Police Department to provide such personnel to perform such services in the number he/she determines to be necessary to perform the services. The Police Chief may also discontinue providing of service at any time.

While detailed to Administrative Code 10-B, the officers' sole employer is the City and county of San Francisco. Officers are to perform police related duties only i.e., traffic control, pedestrian and crowd control. Officers assigned to movie details have two basic objectives; one is to maintain a police presence and protect the City's interest; the other is to assist the Production Company as much as possible, within these guidelines in-completing there filming. Officers assigned to details shall take appropriate police action whenever criminal activity is observed or when a citizen request their assistance.

Police personnel will not be permitted to appear on film as part of the actual production (its commercial intent), without prior approval of the Chief of Police. "Appearance" refers to any activities, no matter how minor, which are filmed and which are under the direction of the production company. Thus, even a shot containing an officer in the background would be an appearance if the officer was directed by the film company to be where he/she is.


James Dudley, #1946
Cmdr. Patrol / Metro Division
A/Ac



Kevin P. Cashman
Assistant Chief of Police
S.F.P.D. Operation Bureau

USE AGREEMENT FOR CITY PROPERTY FOR FILM PRODUCTION AND RELATED ACTIVITIES

USE AGREEMENT FOR CITY PROPERTY FOR FILM PRODUCTION AND RELATED ACTIVITIES ("Agreement") dated July 8, 2010 is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Film Commission ("City") pursuant to San Francisco Administrative Code Sections 57.1 et seq., and Productions ("Contractor")

1. Authorization to Use. In consideration of Contractor's performance of its obligations under this Agreement, City confers on Contractor a revocable, personal, non-exclusive and non-possessory license to enter upon and use that certain real property owned by City (the "City Property"), as described in the Identification and Location Information attached hereto as Exhibit A (the "Location Form"), for the purposes and subject to the terms, conditions and restrictions set forth below. Contractor shall bear all costs or expenses of any nature in connection with its use of the City Property. Notwithstanding the above, the license granted under this Agreement shall be deemed irrevocable until October 15, 2010, provided that the City shall have the right to revoke the license at anytime, where the City determines, in its sole discretion, that the Contractor's activities will interfere with the public safety, operations of the San Francisco Police Department, San Francisco Fire Department, and/or other City services, operations, or emergency department functions or due to natural emergency, acts of God, natural disasters, terrorist alerts, and/or civil disorder.

This Agreement does not constitute a grant of any ownership, leasehold, easement or other property interest or estate in the City Property to Contractor. City is acting only in its proprietary capacity in granting the license given to Contractor under this Agreement. Contractor acknowledges that (i) such grant is effective only insofar as the City's rights in the City Property and are duly granted by the Film Commission in accordance with its authority under Chapter 57 of the Administrative Code; (ii) Contractor must separately obtain all necessary approvals of City or any other applicable governmental entity necessary for the Permitted Uses (as defined in Section 2); and (iii) Contractor shall separately obtain the approval of any affected City department head or his/her designee, or the Mayor or Mayor's designee if there is no specific City department affected. The Contractor may consult with the Film Commission regarding which City departments or agencies might need to approve the Contractor's activities affecting those departments or agencies.

2. Use of City Property. Contractor may enter and use the City Property for film production and related activities only (the "Permitted Uses") during the times specified in the Location Form; said Location Form may be amended in writing by mutual agreement of the parties. Contractor shall comply with all conditions to approval or use guidelines set forth in the Location Form, the General Guidelines and Information for Filming in San Francisco attached hereto as Exhibit B, the San Francisco Police Department Film Production Guidelines attached hereto as Exhibit C, or as otherwise required by City. City reserves the right, at its sole discretion, to modify or change such guidelines as necessary to promote or protect the public safety, health or convenience. City shall give Contractor reasonable notice of any such changes, provided, however, that no such prior notice shall be required in emergency situations. Contractor shall maintain the City Property free and clear of any liens or claims of lien arising out of Contractor's use of the City Property and Contractor shall make commercially reasonable efforts to minimize any disruption that its activities may cause to the City Property or its general vicinity.

3. Restrictions on Use. Contractor shall not use, and Contractor shall prohibit any of its Agents (defined as follows) or Invitees (defined as follows) from using the City Property for any activities other than the Permitted Uses. The term "Agents" shall mean Contractor's officers, directors, members, agents, employees, invitees, contractors, subcontractors, and any employees of such parties. The term "Invitees" shall mean Contractor's invitees, guests or business visitors. By way of example only and without limitation, the following activities on the City Property by Contractor, or any of its Agents or Invitees, are prohibited:

- (a) Contractor shall not construct or place any permanent structures, signs or improvements on the City Property, nor shall Contractor alter any existing structures, signs or improvements on the City Property.
- (b) Contractor shall not conduct any unauthorized activities on or about the City Property that constitute waste or nuisance.
- (c) Contractor shall not damage City's real or personal property.
- (d) Contractor shall not cause any Hazardous Material (defined as follows) to be brought upon, kept, used, stored, released, transported or disposed of in, on or about the City Property, or transported to or from the City Property; provided, however, that Contractor may bring gasoline and petroleum products on the City Property to run generators and propane for catering activities, provided such quantities are in commercially reasonable amounts and stored in a commercially reasonable manner.

(1) Contractor shall immediately notify City of any release or suspected release of Hazardous Material. Contractor 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, Contractor 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.

to the release. Contractor 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.

(2) 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 the City Property.

4. Subject to City Uses. Notwithstanding anything to the contrary in this Agreement, Contractor's rights to use the City Property hereunder shall be subject and subordinate to City's necessary uses of the City Property for municipal purposes. City retains the right to use or allow other persons to use the City Property in a manner that does not unreasonably interfere with Contractor's activities hereunder.

5. Term of Agreement. The privilege given to Contractor pursuant to this Agreement is temporary only, except as otherwise provided in Section 1 above. This Agreement shall become effective upon execution hereof and shall expire on 5:00 p.m. on ~~December 31, 2010~~ unless amended or sooner terminated pursuant to the terms hereof.

6. Surrender. Upon the cancellation, expiration, or termination of this Agreement, and except with respect to reasonable wear and tear on City streets and sidewalks specified on Exhibit A, Contractor shall surrender the City Property in the same condition as received free from hazards and clear of all debris and of all property of Contractor or its Agents or Invitees. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

7. Repair of Damage. Contractor shall promptly, at its sole cost, repair any and all damage to the City Property and any personal property located thereon caused by Contractor or its Agents or Invitees. Contractor shall obtain City's prior approval of any party to be used by Contractor to conduct such repair work. If Contractor damages City facilities or any personal property, the final repair costs owed by Contractor shall be determined by the City, in its sole discretion, and shall be paid by Contractor within five (5) days of City's demand therefor. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this agreement.

8. City's Right to Cancel. City reserves the right to suspend all activities or to cancel or terminate this Agreement upon the happening of the following conditions. Where the City determines that time permits, the City shall make reasonable efforts to provide the Contractor with at least 48 hours prior notice.

(a) Contractor fails to promptly pay all fees or charges under this Agreement when due.

(b) Contractor fails to cure any non-compliance of any of the terms or conditions of this Agreement within twenty-four (24) hours of receiving City's notification of such failure, or if such failure cannot be reasonably cured within twenty-four (24) hours, if Contractor fails to commence to cure such failure within such twenty-four (24) hour period and to diligently pursue such cure to completion. City shall make reasonable efforts to notify Contractor in writing as well as orally, but City's failure to notify the Contractor in writing shall not constitute a breach of this agreement or a failure to notify. Except as otherwise provided in Section 1 above, City reserves the right to cancel this Agreement immediately and without prior notice, if, in the City's sole judgment such action is warranted by such default or breach.

(c) The City determines that there is an emergency requiring cancellation or termination of the Agreement.

(d) In the event of cancellation by the City, original footage created by Contractor under the terms of this Agreement shall remain Contractor's property under Section 20 (Ownership of Results).

9. Compliance with Laws; Regulatory Approvals. Contractor shall, at its sole expense, conduct and cause to be conducted all activities on the City Property in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, whether presently in effect or subsequently adopted, and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations. Contractor shall, at its sole expense, procure and maintain in force at all times during its use of the City Property any and all business and other licenses or approvals necessary to conduct the Permitted Uses. Contractor understands and agrees that City is entering into this agreement in its capacity as a property owner with a proprietary interest in the City Property and not as a regulatory agency with police powers.

10. Public Safety. Contractor agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to public safety and to observe all applicable regulations and requests of the City and other government agencies responsible for public safety.

11. Utilities. City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Property. Contractor shall locate any such utilities and protect them from damage arising out of Contractor's activities. Contractor shall be solely responsible for arranging and paying for the Permitted Uses.

12. City's Right to Cure Defaults by Contractor. If Contractor defaults in the performance of any of its obligations under this Agreement, City may, at its sole option, remedy such failure for Contractor's account and at Contractor's expense by providing Contractor with three (3) days prior written notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Agreement, and nothing herein shall imply any duty of City to do any act that Contractor is obligated to perform. Contractor shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees and costs, in remedying or attempting to remedy such default. Contractor's obligations under this Agreement shall survive the cancellation, expiration or termination of this Agreement.

13. Cash Deposit. City may, without limiting its other remedies, require Contractor to pay to City a cash or other deposit in an amount necessary to cover the cost of repairing or remedying any breach of this Agreement. City shall provide Contractor with a billing and accounting when such repair or remedy is completed. Any unexpended sums shall be returned to Contractor, and Contractor shall immediately pay any additional costs incurred by City in excess of the cash deposited with City. No interest shall be payable to Contractor on any such deposit.

14. Use Charges.

(a) Daily Use Charges. Upon execution of this Agreement, Contractor shall pay the daily use charges per each day of use in accordance with Exhibit A, authorized by San Francisco Administrative Code section 57.5, as calculated by the City. In the event that the daily use charges at the termination or expiration of this Agreement differ from the City's calculation at the execution of the Agreement, City shall provide Contractor with a billing and accounting of use charges. Any unexpended sums shall be returned to Contractor, and Contractor shall immediately pay any additional costs incurred by City in excess of the cash deposited with City. No interest shall be payable to Contractor on any such deposit.

(b) Additional Payments. Within five (5) days of City's demand therefor, Contractor shall pay (i) City departments for the use of City employees, equipment, property, and facilities and (ii) the San Francisco Commission Street Artist Program applicable fees for film production and related activities in or near designated street artist spaces. In addition, Contractor shall pay for the training of the Department's Criminal Investigations Unit (CIU) in the use of the Bait Cars by the Los Angeles Sheriff's Department and the technicians who equip the vehicles with the Bait Car technology. Payment shall be made as required by the Film Commission or an affected City department. The Film Commission shall provide Contractor with Film Commission fee schedule and SFPD rate schedule.

15. Insurance.

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

(1) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Informal Property Damage, and Products Liability and Completed Operations;

(2) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and

(3) Workers' Compensation Insurance in statutory amounts with Employer's Liability Coverage with limits of not less than \$100,000 each accident.

(b) Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

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

(2) 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.

(3) All policies shall provide thirty days' advance written notice to City of cancellation mailed to the following address:

Executive Director
Film Commission
City Hall, Room 473
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

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

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

(e) 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 \$5,000,000.

(f) 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.

(g) Before commencing any operations under this Agreement, Contractor shall do the following: (i) 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, and furnish complete copies of policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this agreement.

(h) Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

16. As Is Condition of City Property; Disclaimer of Representations. CONTRACTOR ACCEPTS THE CITY PROPERTY IN ITS "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR SAFETY OF THE CITY PROPERTY OR ANY FACILITIES ON THE CITY PROPERTY, FOR CONTRACTOR'S USE. City shall have no obligation to cause the City Property to remain in the condition in which it was as of the date of this Agreement. Contractor, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Contractor to make use of the City Property in the manner contemplated hereby.

17. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Contractor, its officers, agents, employees, invitees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, or for any other loss, resulting or arising from the condition of the City Property or its use by Contractor.

(b) Contractor fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, (i) for any claim or event relating to the condition of the City Property or Contractor's use thereof, an (ii) in the event that City exercises its right to suspend, revoke or terminate this Agreement.

(c) In connection with the foregoing release, Contractor acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Contractor acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and imputed and unanticipated claims. Contractor realizes and acknowledges that it has agreed upon this Agreement in light of this situation and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or similar law now or later in effect. The releases contained herein shall survive any cancellation or termination of this Agreement.

18. Indemnity. Contractor shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and actors 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 Contractor, 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 Contractor, 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 Contractor, its Agents or Invitees; (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Contractor, its Agents or Invitees, on, in, 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 intellectual 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 Contractor or City's authorized representatives. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' 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 law firms 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. The Film Commission shall provide Contractor with a range of such fees. Contractor shall have an immediate and independent obligation to defend City from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is asserted to Contractor by City and continues at all times thereafter. Contractor's obligations under this Section shall survive the cancellation or termination of this Agreement.

19. Copyrights. Contractor shall obtain all approvals for, and pay for all costs arising from the use of patented, trademarked, copyrighted or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the film production and related activities.

20. Ownership of Results. City recognizes and agrees that it shall hold no ownership or other proprietary interest in the videotape, photographs, other audio, video and other audio-video recordings ("Material") products created by Contractor pursuant to this Agreement. City agrees that it shall take no legal or equitable action to prohibit, delay or otherwise inhibit Contractor's rights to use the Material created by Contractor pursuant to this Agreement as a result of Contractor's breach of any of the terms, covenants or conditions of this Agreement. Notwithstanding the above, City shall own all footage obtained by the cameras within the Bait Cars ("Bait Car Footage") or any City cameras or equipment and may use such Bait Car Footage for any City purpose, in City's sole discretion, but shall grant Contractor the non-exclusive right to use such Bait Car Footage in the Series under the terms of this Agreement and subject to the City's approval rights set forth in this Agreement. In addition, and except as otherwise required by law, during the Term or a period of twelve (12) months thereafter ("Exclusivity Period"), City shall not license Bait Car Footage to a third party for any commercial purpose.

21. No Assignment. Neither this Agreement nor any duties or obligations hereunder may be assigned, conveyed or transferred by the Contractor prior to completion of filming in San Francisco unless first approved by Executive Director of the Film Commission by written instrument executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that the results and proceeds of Contractor's services in and in connection with the Series shall be assigned to Courtroom Television Network LLC d/b/a truTV).

22. Exclusivity. During the Term and for a period of twelve (12) months thereafter, neither City nor the San Francisco Police Department ("Department") shall grant access and/or Recording Rights to any third party for purposes of producing a television scripted program or series featuring the Department Bait Car Operations. Notwithstanding the above, other than as provided for in Section 25 of the SFPD Rider (attached as Exhibit D), nothing in this Agreement shall prevent the Department from participating in news coverage or other publicity in any media regarding the Department and its activities, including the activities under this Agreement.

23. No Joint Ventures or Partnership; Independent Contractor. This Agreement does not create a partnership or joint venture between City and Contractor. Contractor shall be solely responsible for all matters relating to payment of its employees, including, without limitation, compliance with any and all Federal, State or Local law and all other regulations governing such matters.

24. Impossibility of Performance. If, for any reason, an unforeseen event occurs which is beyond the control of the City and the Contractor, including, but not limited to, fire, casualty, or labor strike, which event renders impossible the fulfillment of any term of this Agreement, Contractor and the City shall have no right to nor claim for damages against the other.

25. Tobacco Advertising. Contractor acknowledges and agrees that, pursuant to San Francisco Administrative Code Section 4.20, no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

26. Possessory Interest Taxes. Contractor recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Contractor may be subject to the payment of property taxes levied on such interest under applicable law. Contractor agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Contractor's interest under this Agreement or use of the City Property pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Contractor's usage of the City Property that may be imposed upon Contractor by applicable law. Contractor shall pay all of such charges when they become due and payable and before delinquency.

27. Payment of Taxes. Contractor agrees to pay all taxes of any kind that may be lawfully assessed on Contractor's interest under this Agreement or use of the City Property pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Contractor's usage of the City Property that may be imposed upon Contractor by applicable law.

28. Notices. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To City: Executive Director
Film Commission
City Hall, Room 473
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

To Contractor: KKI
4000 Warner Blvd.
Bldg. 14, Suite 200
Burbank, CA 91522
Copy to: Myman, Abell, Fineman, Fox
Greenspan Light LLP
11601 Wilshire Blvd.
Suite 2200
LA, CA 90025

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

29. Location Credit. Contractor shall expressly give credit to the "City and County of San Francisco and the men and women of the San Francisco Police Department" in the credits of any film resulting from the activities under this Agreement. Said credit shall be accorded on screen, with size, placement and all other aspects thereof determined in Contractor's sole discretion but consistent with other "thank-you" type credits accorded to locations of filming, if any. Prior to initial exhibition on the Series, Contractor will provide City with a mock-up with the credits to be accorded hereunder as they will appear in the Series. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement. The failure to accord such credit shall not entitle City to terminate or rescind this Agreement nor to rescind Contractor's right, title and interest in and to the Material and/or the Series (as defined in Exhibit D-SFPD Rider) nor to enjoin, restrain or otherwise impair in any manner the production, distribution, advertising or other exploitation of the Series, or any parts or elements thereof. Contractor shall use reasonable good faith efforts to notify third parties with which it is in contractual privity of Contractor's credit obligations hereunder. In the event of Contractor's failure to comply with any of its credit obligations hereunder, Contractor shall, upon receipt of written notice of such failure, use reasonable good faith efforts to correct such failure on a prospective basis only, with Contractor being entitled to adequate time after receipt of notice to implement such correction. Additionally, Contractor shall issue a verbal credit mention in the immediately following episode of the Series following the episode in which Contractor failed to accord the credit as required herein. Such verbal credit mention shall be substantially in the form of a "thank you" to the "City and County of San Francisco and the men and women of the San Francisco Police Department".

30. General Provisions. (a) This Agreement may be amended or modified only by a writing signed by City and Contractor. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or authorized representative, and only to the extent expressly provided in such written waiver. (c) Except as expressly set forth herein to the contrary, all approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the Executive Director of the Film Commission or other authorized City official. (d) This instrument (including the exhibits attached hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. (f) Time is of the essence. (g) This Agreement shall be governed by and subject to California law and the City's Charter and Municipal Code including any public records laws. (h) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. 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. (i) If Contractor consists of more than one person then the obligations of each person shall be joint and several. (j) Contractor may not record this Agreement or any memorandum hereof. (k) Notwithstanding the prohibition against assignments or other transfers by Contractor hereunder, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

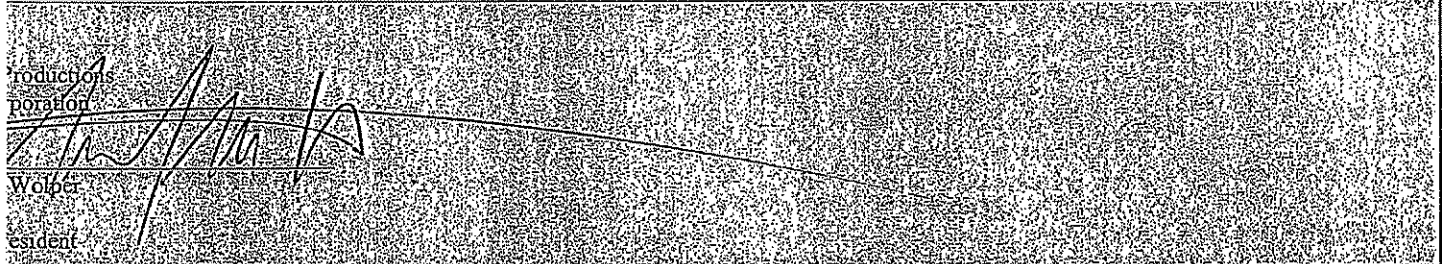
31. SFPD Rider to the Film Commission Use Agreement – Terms and Conditions. The parties have agreed to the Terms and Conditions contained in Exhibit D ("SFPD Rider"), which is incorporated herein by reference. In the event of any conflict between the terms and conditions in Exhibit D-SFPD Rider and the Film Commission's Master Form Agreement, the Master Form (including Sections 1-30) shall govern.

Contractor represents and warrants to City that it has read and understands the contents of this Agreement and agrees to comply with and be bound by all of its provisions. Contractor further represents and warrants to City that all information provided by Contractor including Identification and Location Information is true and correct.

SIGNATURES

CONTRACTOR:

Productions Corporation
Wolper
President




**USE AGREEMENT FOR CITY PROPERTY
FOR FILM PRODUCTION AND RELATED ACTIVITIES**

CONTRACTOR: KKI Productions
(Type Name)

FOR CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

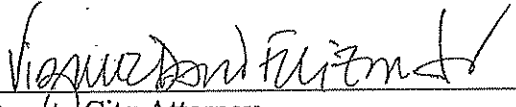
By: 
Executive Director
San Francisco Film Commission

LBB
FO

STANDARDIZED, PRE-PRINTED USE AGREEMENT
APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

MODIFICATIONS TO STANDARDIZED AGREEMENT
APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: 
Deputy City Attorney



City Hall Room 473
San Francisco, CA 94102
Telephone: 415.554.6241 Fax:415.554.6503
www.filmSF.org film@sfgov.org

Identification and Location Information

DATE of Preliminary Submission: 6/14/2010

**** Please fax or email a copy of this document for preliminary review. ****
**** A permit will not be issued until originals are received. ****

Company: KKI Productions

Submitted by: Gary A. Kay Email: garyakay@earthlink.net

Address: 4000 Warner Blvd., Bldg. 14, Suite 200 Burbank, CA 91522

Telephone: 818-385-1661 Fax: _____

Local Address (if applicable): _____

Telephone: _____ Fax: _____

Location Manager: _____ Cell: _____

Director: John Tessier Producer: Glenn Stickley / Gary A. Kay

On Location Contact: _____ Cell: _____

Title or Product (required): Driver's Ed

Estimated San Francisco Budget (required): \$40K per episode

Total Number in Crew: 12 Total Number in Cast: 0 Name Talent: n/a

Production Type (must choose ONE):

Feature Film TV Series / Pilot \$100 Still Photography

Documentary TV Commercial \$200 Commercial, Web, Corporate, Video / Industrial, Short

Video / Industrial Web Content \$300 TV Series, Movie, Pilot, Documentary

Short Still Photography

Student Other (specify): _____

Use Agreement Fees PER DAY:

Total number of days: 18

Permit Fees Total Due: \$5,400.

Production Vehicle List: Indicate quantity & size or length of each. Attach separate list if necessary.

Honeywagon: _____ Production van: _____

Wardrobe: _____ Maxi Van: _____

Set Dressing / Props: _____ Caterer: _____

Generator: _____ Effects: _____

Camera: _____ Grip / Electric: _____

Other (specify): _____ Motor Home: _____

****May Not Open Pop Outs On City Streets**

Office Use Only - SFPD Deposit	SFPD Total	MUNI Total
POSTING #	Prod Rental / Days	Total Due / Shooting Days
Check #	DB #	Receipt #
	Start Date	End Date

**** Please List Locations In Sequence By Date And Time ****

Location & Address: Locations as approved by SFPD Lt. Sainez or his designee.	
Location Dates and Times as approved by SFPD Lt. Sainez or his designee. Bait Car must submit final schedule of filming dates and times to SFFC each week.	List: Equipment, Street Closures, ITC, Personnel and/or Special Conditions: Equipment as approved by SFPD Lt. Sainez or his designee.
Summarized Scenes: Various scenarios with "Driver's Ed" Cars taking place throughout SF	
Please check all that apply:	
<input type="checkbox"/> Pyrotechnics	<input type="checkbox"/> Parking Request *MUST INCLUDE MAP INDICATING SPACES
<input type="checkbox"/> Neighborhood Notification	<input type="checkbox"/> Signature Survey
	<input checked="" type="checkbox"/> Police Services
	<input type="checkbox"/> Wet Downs
	<input type="checkbox"/> Simulated Violence
Conditions (Office Use Only)	

Provisions (Office Use Only)	<input checked="" type="checkbox"/> Must Allow Disability Access	<input checked="" type="checkbox"/> Parking per SFPD
	<input checked="" type="checkbox"/> May Not Control Sidewalks	

Exhibit B: the General Guidelines and Information for Filming in San Francisco

Filming on City streets and neighborhoods is coordinated through the Film Office, which makes referrals to other City departments depending on the particular needs of any given production.

The foundation of all projects approved to film on City property is the submission of a Use Agreement, insurance certificate and payment of the applicable fees.

It is highly recommended that you make an appointment with the film office to discuss the particulars of your project. For more involved productions it will be necessary to schedule an onsite location visit to coordinate the details.

Please note that the film office requires the original paperwork, so it will be necessary to mail or messenger the application to the Film Office no less than 72 hours in advanced.

Some projects may require SFPD officers depending on the complexity of a shoot, the need for traffic control or whenever the Film Office and SFPD deem it necessary. See SFPD Guidelines for more details.

Where applicable, as determined by the SFPD, street parking for film shoots must be posted 24 to 72 hours prior to the posting going into effect. See Posting No Parking Signs for more details. Projects requiring street/lane closures and or Intermittent Traffic Control require coordination with the SFPD. Street closures are arranged through the Department of Parking and Traffic and require a four-day minimum advance notice.

Filming in residential areas is restricted from 10:00pm to 7:00am. Night shoots are permitted during the restricted hours with the consent of the film office, pending the submission of a completed signature survey. Parking in commercial areas may have restrictions during commute hours. See Hours of Filming for more details.

Neighbors must be notified in writing 72 hours before shooting in a residential neighborhood. Neighborhood Notification fliers must include the company, shooting times, and the name, address, and phone number of the company's local office or representatives. Notification fliers must be submitted to the film office prior to their distribution. See Sample Neighborhood Notification (word) for more details.

Food shall not be eaten on public right-of-way, including sidewalks. Productions must secure an off street location for catering and craft services.

Production Companies are required to provide the Film Office and the SFPD with copies of shooting scripts and locations schedules.

Littering is permitted and all garbage must be cleaned up completely when leaving the location.

The public must not be deprived egress or ingress to private or public property (no blocking driveways, alleys, doorways, handicapped access).

At times production companies will need to post directional signs steering crew members to their destinations, see guidelines for directional signs postings (word).

A project that is working in San Francisco for more than seven days is required to obtain a business license. The business license application must be filed with the office of the Treasurer and Tax Collector.

Exhibit C: the San Francisco Police Department Film Production Guidelines

Request for Police Services - Administrative Code Section 10-B

Any person, corporation, firm or organization desiring additional personnel of the San Francisco Police Department, for law enforcement purposes within the City and County of San Francisco, may request the Chief of the Police Department to provide such personnel to perform such services in the number he/she determines to be necessary to perform the services. The Police Chief may also discontinue, providing of services at any time. Contractor hereby requests written approval from Chief of SFPD.

In accordance with the provisions of San Francisco Administrative Code Section 10-B, it is the policy of the Chief of Police to provide, or NOT PROVIDE, police personnel to monitor and assist film production companies while filming in public areas of San Francisco. All film production companies will be required to have police services provided unless it is determined by the Chief of Police or his/her designee that the size and extent of the production does not necessitate police personnel. The Police Chief may also discontinue an already established PLES project at any time.

All requests for police services shall be directed to the Law Enforcement Services (PLES) Officer as designated by the Chief of Police. A contact by a representative of the Production Company by phone or in person must be made in a timely manner prior to the start of filming. A written agreement must be completed to finalize the request and constitutes a revocable agreement to the production company from the Police Department to provide such services. Police services shall only be obtained through the PLES Unit.

Rate of billing. Pursuant to San Francisco Administrative Code Section 10-B, the rate of billing for officers assigned shall be at time and one half. The Film Commission shall provide Contractor with Film Commission fee schedule and SFPD rate schedule.

Billing procedures. The Department will follow the billing procedures set forth in Administrative Code Sec. 10B. A deposit for police services will be required in advance. The Police Department representatives will determine the amount of deposit after an evaluation of the estimated police services. The pay period for the San Francisco Police Department is a two-week period, ending every other Friday. Any billing will be mailed during the latter part of the following week after the end of the pay period.

Upon submission of a request for police services by a production company, a representative of said company shall contact the Police Coordinator in a timely manner and furnish the following information:

- Script - if requested
- Filming schedule
- All locations and approximate daily call times
- Detailed description of any stunt, chase scene, special effects, etc.
- Billing information
- Projected posting requirements
- Permits from other City agencies involved in filming

Officers

While detailed pursuant to Administrative Code Section 10-B, the officers' sole employer is the City and County of San Francisco. Officers are to perform police related duties only i.e., traffic control, pedestrian and crowd control. Officers assigned to movie details have two basic objectives; one is to maintain a police presence and protect the City's interest; the other is to assist the Production Company as much as possible, within these guidelines in completing their filming.

Officers assigned to details shall take appropriate police action whenever criminal activity is observed or when a citizen requests their assistance.

Police personnel will not be permitted to appear on film as part of the actual production (its commercial intent), without prior approval of the Chief of Police. "Appearance" refers to any activities, no matter how minor, which are filmed and which are under the direction of the production company. Thus, even a shot containing an officer in the background would be an appearance if the officer was directed by the Film company to be where he/she is. Contractor hereby requests written approval from Chief of SFPD.

Labor Disputes (or demonstrations): The Police Department will not assign officers pursuant to Administrative Code Sec. 10-B to work at the location of an organized labor strike or other demonstration. The Police Department may at its discretion, assign officers to keep the peace as it would at any other event or location. If there is a dispute or demonstration regarding the Contractor's activities under this Agreement, the City shall not be required to provide police for Bait Car Operations or otherwise participate in filming activities during such dispute or demonstration.

Officers detailed to movie companies shall not be directed to guard company equipment. They are to perform police related functions only. If equipment or material cannot be moved from an area where it may create a public hazard then an officer shall remain on location.

Equipment and Facilities

equipment, i.e., 3-wheel motorcycles, solos, etc., that is used by officers detailed to movie productions, may be billed to the production company accordingly.

Costs for equipment - to be determined, on as needed basis, by the Chief of Police or his/her designee.

Department equipment or the interior of police facilities will not be made available to production companies without the approval of the Chief of Police. Arrangements can be made through the Department Coordinator to take still photographs of equipment and facilities so that reproductions can be made.

Names and decals of the San Francisco Police Department, uniforms, etc., shall not be provided without the approval of the Chief of Police.

Extensive technical advice regarding the San Francisco Police Department will not be provided. Technical assistance may be acquired through secondary employment guidelines.

Stunts, chase scenes, special effects, etc., shall be reviewed for approval by the Film Office and Police Department Coordinator.

EXHIBIT D
RIDER TO FILM COMMISSION USE AGREEMENT

TERMS AND CONDITIONS FOR USE OF THE SAN FRANCISCO POLICE DEPARTMENT ("SFPD RIDER")

This Rider shall be attached to, and become a part of, a Use Agreement issued to Contractor by the Film Commission of the City and County of San Francisco. The conditions stated in this Rider shall supplement the Use Agreement and shall apply to all filming and photographing activities under the jurisdiction of the SFPD. In the event that the City determines that there is a conflict between the Use Agreement and these terms, the Use Agreement shall govern.

KKI Productions ("Contractor") and San Francisco Police Department ("Department" or "SFPD") in connection with a television series tentatively entitled "Bait Car" (the "Series") featuring the Department being produced for initial exhibition by Courtroom Television Network LLC d/b/a truTV and its affiliated and related companies (collectively, "truTV") hereby agree as follows:

1. Access/Recording Rights. Department hereby grants to Contractor (and its successors, assignees, licensees, employees, agents, independent contractors and suppliers, all of whom are included in the term "Contractor" for purposes of entry upon and access to the Property [as defined herein]) the following rights: (a) the right to enter upon and access any Department property and facilities as it relates to Bait Car Operations (including but not limited to, precinct stations, offices, squad cars and bait cars) (collectively, the "Property"); (b) the right to film, videotape, photograph reproduce, and otherwise record (collectively, the "Recording Rights") the Property and Department personnel (where such personnel have signed a release that is approved in advance by the Department) and the daily activities that take place on the Property in connection with the Department (including, but not limited to, task forces, police departments, and the Department's so-called "bait car" program); (c) the right to bring and to remove equipment, vehicles, temporary sets, facades, props, designs and effects, of any kind and nature, onto the Property (d) the right to use and refer to the name, address and identification (e.g., signs, business name, etc.) of Department and the Property both visually and/or in dialogue; and (e) the right to access to all relevant Department personnel ("Department Personnel"). In connection with the Department Personnel, Department shall make good faith efforts to assist Contractor in procuring appearance releases from Department Personnel and any other third parties deemed necessary by Contractor to fully exercise the rights granted to Contractor hereunder. The Department reserves the right, in its sole discretion, to restrict access to Department Personnel, property, or other information that might interfere with an investigation or other Department functions. SFPD shall not grant access/recording rights that would conflict with Section 8 (Exclusivity).
2. Term. The term of this Agreement, as provided in Section 5 of the Use Agreement, shall commence upon the date of execution hereof and shall continue through and including December 31, 2010 unless otherwise extended in writing by the parties. Contractor shall make good faith efforts to coordinate the production schedule with the Department. If, because of the illness or unavailability of any Contractor personnel, weather conditions, defective film or equipment, or any other occurrence beyond Contractor's control, Contractor is unable to proceed with the development, pre-production, production or post-production (e.g., retakes, added scenes, dubbing, advertisements, etc.) of the Series at any time during the Term, Contractor, with the written approval of the Film Commission and the SFPD, shall have the right to extend the Term equal to the amount of time production was delayed. For the avoidance of doubt, ownership and all rights granted herein in the Material (as defined herein below) shall survive the expiration or termination of the Agreement.
3. Options. Subject to prior written approval by the Film Commission and the SFPD in their sole discretion, and subject to the budgetary and fiscal provisions of the Charter, Contractor shall have three (3) exclusive, successive, dependent options to extend the Term of the Agreement for additional one (1) year periods, provided that the City retains its rights to modify and re-negotiate fees and other elements of the agreement for subsequent periods. Contractor shall exercise the first such option at any point during the initial Term of this Agreement, and subsequent options may be exercised at any time during the applicable Term. All extensions must be memorialized in a written agreement signed by the parties.
4. Intentionally Omitted.
5. Ownership. As between Contractor and Department, Contractor shall be and remain the sole and exclusive owner of all film, videotape, photographs and other audio, video and/or audio-video recordings or representations (e.g., sets, facades, props, designs and effects) of the Property, Department Personnel, third parties, or other material created by or on behalf of or at the direction of Contractor for the Series and any elements thereof or ancillary thereto (collectively, the "Material"), including, without limitation, all rights, titles and interests of every kind or nature, whether now known or hereafter devised (including, but not limited to, all copyrights, trademarks and service marks and all extensions and renewals thereof) in and to the Material in all languages throughout the universe in perpetuity, with the irrevocable right to make all uses and reuses thereof and the right to control the reproduction, exhibition and exploitation of the Material, including, without limitation, the advertising, promotion and marketing of the Material and the exhibitors and sponsors thereof (including, but not limited to,

merchandising, commercial tie-ins, product integration and implied endorsements), in perpetuity throughout the universe, in all languages, in any and all media, whether now known or hereafter devised, and the right to make all changes in the Material as Contractor or truTV elects, in its sole discretion. Without limiting the generality of the foregoing, Department agrees that the rights granted hereunder shall include the perpetual, irrevocable universal right of Contractor and/or truTV or their respective licensees or assigns to edit, telecast, cablecast, rerun, record, publish, reproduce, use, license, print, distribute or otherwise exploit, in any manner and in any medium or forum, whether now known or hereafter devised, the Material, in whole or in part, without any further obligation to Department (financial or otherwise). Department further hereby acknowledges and agrees that Department has no right or interest whatsoever in the Material.

5. License. In the course of filming under the terms of this Agreement, Contractor shall be prohibited from using SFPD logos/trademarks or the City seal separately from images depicting actual City employees, activities, property or services and shall not use such logos/trademarks or the City seal for commercial merchandising without City approval. For purposes of film or television trailers and promotions via television, broadcast, internet or other print or electronic media, Contractor may use SFPD's logo/trademarks and City Seal only when such use is incidental or related to the filming or depiction of actual City employees, activities, property or services. Pursuant to San Francisco Administrative Code § 1.6 governing the use of the City's Corporate Seal, if Contractor wishes to seek permission to use the City's Corporate Seal for commercial purposes, Contractor must follow the procedures set forth in Administrative Code § 1.6 and seek the City and County San Francisco's Board of Supervisors prior approval. In addition, if Contractor wishes to use SFPD's logo[s]/trademark[s] for marketing or promotional purposes, other than those authorized in this paragraph, including the creation of any merchandise using such logo[s]/trademark[s], Contractor must first seek the SFPD's prior written approval.

Subject to the foregoing conditions and to the terms of the Use Agreement, Department hereby grants to Contractor and its successors, licensees and assigns, the non-exclusive right to film, videotape, photograph, reproduce, record and otherwise use the Property's and Department's names, copyrights, trademarks, service marks, logos, and/or other materials (including, but not limited to, audio, video, and audio-video recordings from the so-called "bait cars" and dashcam footage from any squad cars) to which Contractor is afforded access, in whole or in part, in accordance with the terms of this Agreement and in connection with the production, distribution, exhibition, exploitation, promotion and advertising of the Series and any elements thereof or ancillary thereto and the exhibitors and sponsors thereof. Merchandise containing the SFPD logo shall require a separate written agreement between the parties.

7. Factual Accuracy. No later than fifteen (15) business days prior to broadcast of any episode of the Series (an approximately 30 minute non-scripted program of Bait Car for exhibition on television or other media) ("Episode"), Contractor will submit two (2) copies of the applicable Episode to the CIU and the SFPD Police Law Enforcement Services (PLES) Unit for inspection, review and final approval. All approvals will be either given or denied within five (5) business days of receipt of the footage by the aforementioned persons or departments. At the City's and/or SFPD's request, Contractor and the network shall eliminate, edit and/or revise any information, footage and/or recording contained within such Episode(s) (a) which are determined by the City and/or SFPD to contain sensitive, privileged and/or confidential information, including but not limited to, investigative techniques and/or operations (other than those operations customarily performed by the Department Bait Car Operations and are the subject matter for this Series) and/or (b) which the City and/or Department believe in their sole discretion, may jeopardize or interfere with the SFPD's and/or Bait Car Operations effectiveness, operations and/or missions and/or which may increase the risk of liability or injury to the City and/or Department or be a violation of any law and/or violate individual's and/or City employees' rights. Contractor's failure to comply with the terms of this sub paragraph shall be deemed a material breach of this Agreement. All footage/film stock and/or recordings owned by the Contractor pursuant to this Agreement that are not approved by the City and/or Department pursuant to this paragraph shall be delivered to the City on a digital format within thirty (30) days of final editing of the Series. All footage that is approved pursuant to this paragraph and is later re-edited by either the Contractor or the network shall be subject to the approval procedure set forth in this paragraph.

8. Exclusivity. During the Term and for a period of twelve (12) months thereafter ("Exclusivity Period"), neither City nor Department shall grant access and/or Recording Rights to any third party for purposes of producing a television unscripted program or series featuring the Department Bait Car Operations other than as provided in Section 26 (Other Permitted Filming) below. Notwithstanding the above, and subject to the conditions set forth in Section 26 (Other Permitted Filming) below, nothing in this Agreement shall prevent the Department from participating in news coverage or other publicity in any media regarding the Department and its activities, including the activities under this Agreement.

9. Credit. As provided in Section 29 of the Use Agreement, Contractor shall expressly give credit to the "City and County of San Francisco and the men and women of the San Francisco Police Department" in the credits of any Series episodes resulting from the activities under this Agreement. Said credit shall be accorded on screen, with size, placement and all other aspects thereof determined in Contractor's sole discretion but consistent with other "thank-you" type credits accorded to locations of filming, if any. In addition, Contractor agrees to accord the Film Commission and the Department an on-screen credit in substantially the form "Special Thanks to the City and County of San Francisco and the San Francisco Police

Department." in the end credits of all Series episodes in which Department Personnel and activities are depicted. Contractor shall determine size, position, and manner of presentation and all other matters with respect to such credit in its sole discretion. Producer's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement. Contractor shall use reasonable good faith efforts to notify third parties with which it is in contractual privity of Contractor's credit obligations hereunder. Contractor shall use reasonable good faith efforts to notify third parties with which it is in contractual privity of Contractor's credit obligations hereunder. In the event of Contractor's failure to comply with any of its credit obligations hereunder, Contractor shall, upon receipt of written notice of such failure, use reasonable good faith efforts to correct such failure on a prospective basis only, with Contractor being entitled to adequate time after receipt of notice to implement such correction. Additionally, Contractor shall issue a verbal credit mention in the immediately following episode of the Series following the episode in which Contractor failed to accord the credit as required herein. Such verbal credit mention shall be substantially in the form of a "thank you" to the "City and County of San Francisco and the men and women of the San Francisco Police Department".

10. Gift. Subject to a separate written agreement and any required City approvals, Contractor agrees to provide two (2) automobiles outfitted with bait car equipment to the Department. Contractor will work with the Department to determine the most suitable car for Bait Car use and the appropriate "bait car" equipment. Contractor may use such vehicles for bait car operations in other cities on a limited basis. Cars will remain with the Department at conclusion of all shooting. Contractor will work with the Department to insure the Department is not incurring any unusual costs associated with the filming. If such costs are unique to the filming then the Contractor shall cover such costs. Such costs may include, but are not limited to overtime of Department Personnel as related to the filming, parking and base camp rental costs, any special equipment needed and the bait cars themselves.
11. Contractor shall be prohibited from filming and/or recording any activity (either inside or outside) of the City's police custodial facilities and/or interviewing City employees and/or third parties regarding the City's custodial facilities, including but not limited to, inmates and/or conditions as part of this Series. In the event Contractor violates the provisions of this paragraph, Contractor shall have the obligation to submit such footage/recordings and/or other information to the Department.
12. In addition to, and without limiting the provisions of Section 18 of the Use Agreement (Indemnity) Contractor also hereby indemnifies the City from and against all claims asserted against the City and/or the Department and expenses relating to such claims, including without limitation, reasonable attorneys' fees, arising from any failure by Contractor to so obtain any necessary, valid and enforceable releases, permissions and consent for Contractor's activities. If requested, Contractor shall provide Department with copies of all consents/releases obtained by Contractor pursuant to this Agreement prior to commencement of principal photography for each Episode or within a reasonable time after Contractor obtains the applicable consent/release.
13. Contractor's employees, agents and independent contractors, including but not limited to, Contractor's camera crew which accompany Department officers for purposes of filming the Series, unless Contractor has obtained permission to be in or on such areas from the appropriate individuals, agencies or authorities, are prohibited from accompanying such persons and/or requesting permission to accompany such persons into areas that are not accessible to the public, including but not limited to access wherein Department officers gain access due to their authority as peace officers, including but not limited to, homes, ambulances, private businesses and private dwellings. Contractor's breach of this paragraph shall constitute a material breach of this Agreement and City may elect, in its sole discretion, to immediately terminate this Agreement based on such material breach.
14. Contractor will not require and/or request Department and/or any of its departments to perform any reconstructed scene for the purpose of production of the Series, provided that 10b Department officers may provide verbal descriptions of the scenes subject to the Contractor obtaining the appropriate releases as set forth in this agreement.
15. All filming and recording will be done as Department personnel are performing their usual and customary duties, responsibilities and training; Contractor accepts and acknowledges that it may not, during the course of production of the Series, put the Department and/or the City to any expense that would not ordinarily occur in the normal operations of the Department. Contractor agrees to pay Department for any and all overtime incurred by Department in order to assist Contractor and/or to accommodate the Contractor's filming schedule.
16. Contractor accepts and acknowledges that in order to protect the integrity of the Department's work and to maintain the safety of Department personnel, the public and Contractor's personnel, Contractor will comply with all instructions of the Department, the City and/or its personnel.

7. For security purposes, prior to principal photography of any Episode of the Series, Contractor shall submit the name and information regarding any of its employees, agents and/or independent contractors involved in the filming of such program. City and/or Department shall have the sole and absolute discretion to prohibit any employee/agent of Contractor from filming and/or participating in the production of any program. Contractor shall limit the number of persons involved in filming any program to an amount determined to be appropriate by the Department on the particular incident.
8. The City through the District Attorney's Office and/or other governmental agencies may subpoena copies of any Episode of the Series for use in legal or administrative proceedings. Contractor agrees to cooperate with all such subpoenas.
9. Contractor understands that the activities which they are filming are part of a law enforcement investigation and may be prosecuted by the San Francisco District Attorney and in such instances the City has the right to preserve the integrity of such investigations and prosecutions. Upon written request by the San Francisco District Attorney, Contractor agrees to not air and/or distribute certain designated footage, materials and information in such instances when the San Francisco District Attorney determines, in its sole discretion, that the airing and/or distribution of such footage and/or materials and/or information by Contractor may compromise the integrity of pending criminal cases unless such suspect/criminals faces have been blurred or Contractor has obtained all necessary releases from such criminals/suspects and all persons depicted in such footage.
0. Contractor hereby agrees to make available to the San Francisco District Attorney and City Attorney upon subpoena, footage and/or recordings obtained by Contractor pursuant to this Agreement. Therefore, notwithstanding anything contained in this Agreement to the contrary, Contractor hereby acknowledges that California Evidence Code section 1070 (Refusal to Disclose News Source) and any corresponding federal or other jurisdictional privilege for journalistic proceedings involving the subject matter of this Agreement and/or footage and/or recordings obtained by Contractor pursuant to this Agreement. If Contractor becomes legally compelled by court order in a civil proceeding filed against the City and/or the Department to disclose any information and/or footage and/or recordings obtained by Contractor pursuant to this Agreement, Contractor will give City prompt prior written notice of the same.
1. To the best of the Contractor's knowledge, Contractor represents and warrants that the Series will be a high quality reality television program which promotes the SFPD's public purposes.
2. If Contractor has not produced a pilot/presentation and/or first episode for the Series within one (1) year from the date of full execution of the Use Agreement, all Rights under this Agreement shall revert to the City at such time. If Contractor exercises an Option subject to the conditions set forth in Section 3 of this Exhibit D-SFPD Rider, and has not produced a first episode for the applicable Series cycle within one (1) year from the date the Option was exercised, Contractor's right to produce subsequent cycles on the Series shall terminate.
3. Contractor shall be solely responsible for and shall obtain the written consent, release and permission from all non-City employees to be interviewed, utilized, portrayed or otherwise participate in the Series. Any authorization/consent obtained from a person being filmed and/or recorded by Contractor is solely an agreement between such person and the Contractor. City personnel shall not be involved in obtaining any form of consent of behalf of Contractor and shall conduct only tasks directly related to his/her normal law enforcement duties and/or training.
4. Contractor is expressly prohibited from using any hidden cameras and/or microphones unless the location(s) of such cameras and microphones are disclosed to the SFPD and the CIU prior to filming each Episode in which Contractor intends on using such hidden cameras and/or microphones. The parties acknowledge that hidden cameras and/or microphones will be installed in the Bait Cars for use in the Bait Car Operations and in connection with the Series.
5. Department shall have no right to use the names, trademark, logos, or trade names of Contractor or truTV, its parent, subsidiaries, affiliated entities, or the names or logos related to the Series for any purpose whatsoever, including but not limited to, publicity, public relations, merchandising or self promotion purposes without the prior written consent of Contractor and/or truTV in each instance. Notwithstanding the foregoing, Department will make good faith efforts to defer any announcement or participate in any interview regarding the creation of the Department's bait car program and/or respond to queries from the media regarding its participation in the Series until after truTV issues its initial press release regarding the Series (Department will make good faith efforts to consult in advance with truTV's PR Department in preparing responses to anticipated inquiries regarding the Series and Department's participation therein). Subsequent to truTV's issuance of its initial press release for the Series, Department may issue publicity and/or participate in interviews regarding the creation of its bait car program (separate and apart from the Series) in which the Series is mentioned minimally. In addition, at any time, Department may respond to requests made pursuant to any public disclosure laws or inquiries from any City officer, board, commission or other policy body. Department will make good faith efforts to provide the truTV PR Department (to the attention of Samantha Graham) with prior notice of any intention to provide information

pursuant to such public disclosure law or inquiries from any City officer, board, commission or other policy body. For any media requests regarding the Series itself, Department can provide the following information in substantially the following manner: "truTV is filming a show here. Please refer all other questions regarding the Series and its production to Samantha Graham (samantha.graham@turner.com or 212.275.6821) in the truTV PR department." If the Department fails to comply with the requirements of this Section, such failure shall not constitute a material breach of this Agreement.

26. Other Permitted Filming. During the Exclusivity Period, City shall not be prohibited from entering an agreement with a third party which grants access to any third party to film and/or record a reality television series which may depict officers, locations, facilities, training and/or other investigations of the Department and/or any of the units contained within the Department; provided that such television series does not focus on the City's Bait Car operations other than minimally. After the Exclusivity Period, the City shall be able to enter into any agreement with any party regarding the City's Bait Car operations subject to the terms and restrictions of this Agreement.
27. Paragraph Headings. The descriptive headings of the paragraphs of this Agreement are for convenience only and do not constitute a part of this Agreement.
28. Modification. This Rider can only be modified by a written instrument executed by the parties hereto.
29. Payola/Plugola. Department affirms that no one acting for Department gave or agreed to give anything of value to Contractor, to any member of the production staff, to anyone associated with the Production or truTV or to anyone else for mentioning any product, service or venture in the Production. Department further acknowledges that it is a Federal offense, unless disclosed prior to broadcast, to give or agree to give anything of value to promote any product, service, or venture on the air and Department agrees to notify Contractor immediately in writing if any person attempts to induce Department to violate the foregoing

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE

Dealer Number: 1771272303 Contract Number: 1007002 2228871

Buyer Name and Address: P.O. Box 100000, Ft. Worth, TX 76101

You do hereby (and Co-Buyer if any) enter into the vehicle lease or credit as on credit by signing this contract...

Table with columns: Year, Make and Model, Customer, Vehicle Identification Number, Primary User For Which Purchased

FEDERAL TRUTH-IN-LENDING DISCLOSURES table with columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments, Total Cost of Finance Charge

YOUR PAYMENT SCHEDULE WILL BE: Table with columns: Number of Payments, Amount of Payments, When Payments Are Due

List Charge: If you are not a resident of the state in which the vehicle is to be used, you agree to pay the applicable sales tax...

ITEMIZATION OF THE AMOUNT FINANCED

Table listing various fees and charges: Total Cash Price, Cash Price of Motor Vehicle and Accessories, Cash Price of Vehicle, Cash Price of Accessories, Other (Insurances), Document Preparation Fee, Energy Fee, etc.

SELLER'S OBLIGATION: Seller shall be bound to deliver to Buyer the vehicle described in this contract...

AUTO BROKER FEE DISCLOSURE: If this contract reflects the retail sale of a new motor vehicle, this sale is not subject to a fee received by an auto broker...

SELLER'S RIGHT TO CANCEL: Buyer and Co-Buyer agree that the purchase of the Seller's Right to Cancel is subject to the Seller's Right to Cancel...

STATEMENT OF INSURANCE: NOTICE: No person is eligible to receive the benefits of an insurance policy unless the person is named in the policy...

Vehicle Insurance: Section detailing insurance coverage, including Comprehensive, Collision, and Liability insurance.

Application for Optional Credit Insurance: Section for applying for credit insurance, including a table for Credit Life, Credit Disability, and Credit Accidents & Sickness.

OPTIONAL CREDIT INSURANCE: Section detailing the terms and conditions of the optional credit insurance.

OPTIONAL SERVICE CONTRACTS: Section detailing the terms and conditions of optional service contracts.

OPTIONAL: You pay no finance charge if the Annual Percentage Rate is paid in full on or before 12/31/81.

THE MINIMUM FINANCIAL LIABILITY INSURANCE LIMITS REQUIRED: Section detailing the minimum financial liability insurance limits.

NOTICE TO BUYER: (1) Do not sign this agreement before you read it... (2) You are entitled to a completely filled-in copy of this agreement...

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION: Section detailing the cooling-off period and contract cancellation option.

Buyer Signature X: Section for the Buyer's signature.

Co-Buyer and Other Parties: Section for Co-Buyer and other parties' signatures.

DEALER'S OBLIGATION: Section detailing the dealer's obligations.

BUYER'S OBLIGATION: Section detailing the buyer's obligations.

Buyer Name and Address, Dealer Name and Address, Vehicle Description

Table with columns: Year, Make and Model, Equipment, Vehicle Identification Number, Primary Lien File Check

FEDERAL TRUTH-IN-LENDING DISCLOSURES

Table with columns: Annual Percentage Rate, Finance Charge, Amount Financed, Total Sales Price, Total Finance Charge

Table with columns: Number of Payments, Amount of Payment, When Payment Due

STATEMENT OF INSURANCE

NOTICE: This is a contract of insurance covering the purchase of a motor vehicle...

Vehicle Insurance: I, the undersigned, hereby agree to purchase the following insurance...

Optional: I, the undersigned, hereby agree to purchase the following optional insurance...

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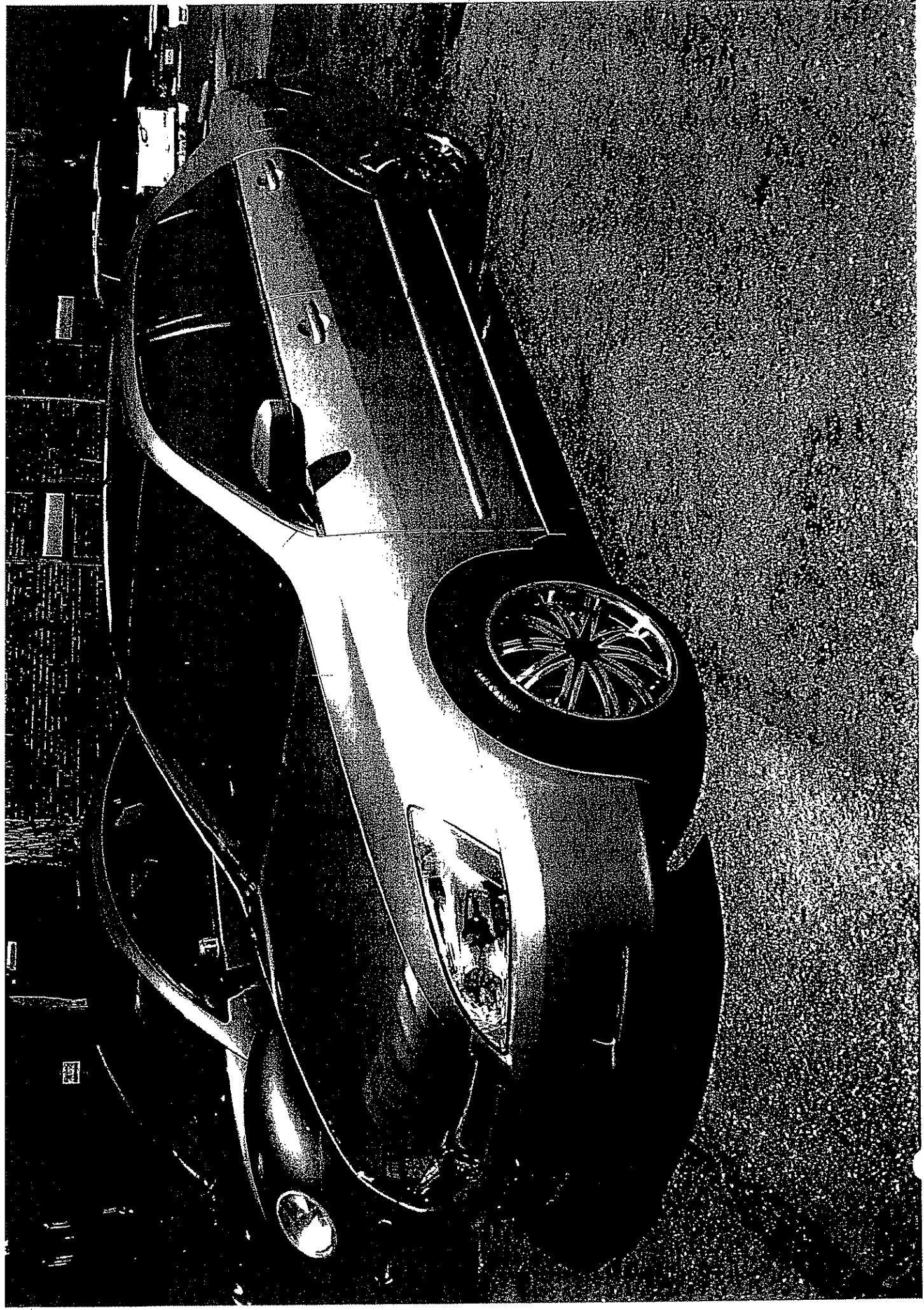
Optional: I, the undersigned, hereby agree to purchase the following optional insurance...

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From: Glenn Stickley <glennstickley@mac.com>
To: Marty Halloran <sfpdfilm@aol.com>
Subject: Fwd: BC - SF - 2008 Toyota Corolla Photo
Date: Sat, Jul 17, 2010 12:28 pm

Marty,

FYI, here's a photo of the second Bait Car - a 2008 Toyota Corolla.

Glenn

Begin forwarded message:

