

**LOCATION AGREEMENT**

**AGREEMENT** made as of the \_\_\_\_\_, by and between \_\_\_\_\_, with offices located at \_\_\_\_\_ (“**MEDIA OUTLET**”) and **THE CITY OF NEW YORK**, a municipal corporation organized under the laws of the State of New York, acting by and through its agency, the New York City Department of Correction, with its headquarters at 75-20 Astoria Blvd., E. Elmhurst, New York 11370 (“**DOC**”).

**WITNESSETH:**

**WHEREAS**, **MEDIA OUTLET** has proposed to film and produce \_\_\_\_\_ (“**Project**”) to be filmed between \_\_\_\_\_ and \_\_\_\_\_ (the “**Period**”); and

**WHEREAS**, **DOC** is the owner of various properties located throughout the City of New York, including Rikers Island and borough facilities (“**DOC Premises**”), in which **MEDIA OUTLET** would like to film;

**NOW THEREFORE**, it is hereby agreed between the respective parties to this Agreement, as follows:

1. **DOC** hereby grants permission to **MEDIA OUTLET** to enter the approved location(s): \_\_\_\_\_, to perform tasks related to filming, for the purposes of filming the **Project** and performing related tasks. **DOC** cannot ensure that the participation of inmates and employees can be obtained, nor will it compel any inmate, employee, agent or independent contractor to participate in the filming of the **Project**. **DOC** shall make best efforts to obtain from all inmates, **DOC** personnel, agents or independent contractors any and all required legal consents, releases or waivers required by the **MEDIA OUTLET** and necessary to permit the filming of the **Project** in a form acceptable to **DOC**. Notwithstanding **DOC**’s efforts with respect to facilitating legal consents, releases or waivers of inmates, **DOC** personnel, agents or independent contractors, **MEDIA OUTLET** shall be solely responsible for ensuring that the **Project** does not violate the rights of any persons, and for its content, including all releases, trademark and other clearances required by any third party for any content contained in the **Project** apart from trademarks and other material owned by the City of New York.

2. **MEDIA OUTLET** is granted permission to conduct this filming in accordance with this Location Agreement, as well as the attached New York City Department of Correction Media Access Policy (the “**Media Access Policy**”) and Location Security Requirements for Media Representative Visitors on Rikers Island and Borough Facilities, attached hereto as Exhibit A and B, respectively.

3. During the Period, DOC will grant MEDIA OUTLET reasonable access to and entry upon DOC Facilities at Rikers Island for the sole purpose of filming the Project. MEDIA OUTLET shall comply with all DOC rules, regulations and procedures, published or otherwise communicated to MEDIA OUTLET, governing presence on DOC Premises or participation in such operations and events, including DOC's Media Access Policy and all appendices (which such rules, regulations and procedures shall be provided to MEDIA OUTLET), and the directions of DOC personnel in charge, including suspending filming and exiting the facility if any incident arises that is determined to constitute a threat to the safety, security, privacy interests, or good order of the facility. In addition, MEDIA OUTLET shall comply with all applicable Federal, State and City laws, rules and regulations in the filming of the Project.

4. MEDIA OUTLET or its assignee shall irrevocably own any and all rights in such film, videotape and other recording, including copyrights Subject to the confidentiality provisions of paragraph 10, MEDIA OUTLET may reproduce and use such material for any lawful purpose, including the exhibition, distribution and marketing of the Project, in any and all media now known or hereafter devised, worldwide in perpetuity.

5. DOC assumes no responsibility for the filming of the Project. MEDIA OUTLET shall be solely responsible for all costs, supervision, personnel, equipment and supplies associated with the filming, except for such costs arising out of the gross negligence or willful misconduct of DOC or its agents or personnel. DOC shall not be required to bear such costs or provide any such supervision, personnel, equipment or materials.

6. Any damage to DOC property resulting from filming of the Project shall be repaired to the reasonable satisfaction of the DOC at MEDIA OUTLET's sole expense.

7. (a) MEDIA OUTLET shall maintain, at its sole expense and for the duration of the Project, all insurance required by law or this Agreement, including but not limited to (i) commercial general liability insurance covering bodily injury, including death, and property damage in a limit of at least \$1,000,000 per occurrence, personal and advertising injury in a limit of at least \$1,000,000 per occurrence, and, with a minimum of \$2,000,000 in the aggregate; and (ii) media liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City's limits of coverage for all types of insurance required in this Agreement shall be the greater of (i) the minimum limits set forth herein or (ii) the limits provided to the MEDIA OUTLET as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

(b) All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard & Poor's rating of at least A. The commercial general liability policy shall list the City of New York, including its officials and employees, as an additional insured with coverage at least as broad as ISO Form CG 20 26. The media liability insurance policy shall list the City of New York, including its officials and employees, as an additional insured with coverage at least as broad as the coverage provided to the MEDIA OUTLET.

(c) A certificate of insurance for each such policy shall be provided to DOC

prior to commencing the filming of the Project.

(d) All certificates of insurance shall be (1) in a form acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (2) accompanied by the endorsements in MEDIA OUTLET's policies by which the City has been made an additional insured pursuant to Section 7 (b). All certificate(s) of insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form attached to this Exhibit C.

8. In consideration of the permission granted by this Agreement, MEDIA OUTLET hereby releases, discharges and holds the City of New York and DOC, their officials, employees or agents ("Releasees"), harmless from any and all liability, claims, causes of action, judgments, damages, penalties and expenses (including reasonable attorneys' fees) arising from the acts or omissions of Releasees in connection with the access to, entry upon, and/or use of DOC Premises, vehicles, tools, equipment, activities and events, except due to the gross negligence or willful misconduct of the Releasees.

9. Nothing contained herein shall be construed to hold the City of New York and its officials, employees or agents ("Indemnitees"), responsible for the filming or content of the Project. To the extent permitted by law, MEDIA OUTLET will defend, indemnify, and hold the Indemnitees harmless from any and all liability, third party claims (including inmate claims), third party causes of action (including inmate causes of action), judgments, damages, penalties and expenses (including reasonable attorneys' fees) to the extent caused by any breach by MEDIA OUTLET of any representation, warranty or obligation outlined in this Agreement or arising out of any injury, including death, or property damage caused by MEDIA OUTLET or any of its employees, agents or representatives while on DOC Premises or other City property, except to the extent caused by the gross negligence or willful misconduct of the Indemnitees. Insofar as the facts or law relating to any of the foregoing would preclude the Indemnitees from being completely indemnified by the MEDIA OUTLET, the Indemnitees shall be partially indemnified by the MEDIA OUTLET to the fullest extent permitted by law.

10. MEDIA OUTLET agrees that when it becomes aware that it has inadvertently filmed non-public records, information or data in the course of filming at DOC Premises ("Confidential Information") it agrees to keep such information strictly confidential. MEDIA OUTLET shall not at any time during the term of the Agreement, or thereafter, make any disclosure or statements or release to any third party any Confidential Information without the prior written approval of DOC or, if it relates to identifying information of an inmate, the prior written approval of such inmate, except and to the extent such information has become legally non-confidential or publically known through no fault of MEDIA OUTLET. This provision shall survive the expiration or termination of this Agreement.

11. DOC reserves the right to withdraw the permission granted to MEDIA OUTLET by this Agreement in the event that MEDIA OUTLET materially fails to comply with any of the material terms or conditions of this Agreement. DOC shall give MEDIA OUTLET reasonable prior written notice of any such determination to withdraw any permission or consent and, if such breach is curable, shall first afford MEDIA OUTLET a reasonable period

of time within which to cure or remedy such failure. Any withdrawal shall not affect the MEDIA OUTLET's rights as described in Paragraph 4 above as to material already filmed or recorded at DOC Premises.

12. MEDIA OUTLET may not assign the permissions granted by this Agreement without DOC's prior written consent. The preceding sentence is not intended to limit the MEDIA OUTLET's rights to assign its rights in the film, videotape and other recording under paragraph 4 above, including in connection with the production, distribution, exploitation, advertising, and otherwise in connection with the Project.

13. It is not the intent of the parties to this Agreement to create any rights in any third parties, including but not limited to any other employees, agents or independent contractors of MEDIA OUTLET.

14. The City represents, warrants and agrees that DOC is the sole and exclusive legal owner of the DOC Premises. The City has the full right, power and authority, itself or acting through its agency, DOC, to grant MEDIA OUTLET the rights granted to MEDIA OUTLET by the City hereunder.

15. The parties agree that any and all claims asserted by or against DOC or the City of New York arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in New York City or in the courts of the State of New York located in the City and County of New York. The parties agree that, in connection with any litigation arising from this Agreement, each may serve process upon the other at the address set forth in this Agreement. In the event of any breach of this Agreement by MEDIA OUTLET, DOC shall be limited to an action at law for monetary damages and shall not have the right to enjoin the development, production, distribution, and/or exploitation of the Project or any advertisements or promotional materials relating to the Project; provided, however, that nothing in the foregoing shall prevent DOC's right to seek injunctive relief to halt or limit solely the production activities of MEDIA OUTLET if, and to the extent such activities prevent or impair DOC's ability to respond to any incident that is determined to constitute a threat to the safety, security, privacy interests, or good order of the facility (and MEDIA OUTLET fails or refuses to cease any jeopardizing activity, suspend filming, and/or exit the premises) or to the extent that MEDIA OUTLET has breached the confidentiality provisions articulated in paragraph 10.

16. This Agreement and its appendices/exhibits represents the entire understanding of the parties and may not be modified or amended except by an agreement in writing executed by the parties hereto and supersedes all prior agreements and understandings pertaining hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in duplicate as of the day and year first above written.

\_\_\_\_\_.

By: \_\_\_\_\_  
Print Name:  
Title:

**The City of New York, Acting by and  
through Its Agency, the New York City  
Department of Correction**

By: \_\_\_\_\_  
Commissioner



ACKNOWLEDGEMENT OF CITY OF NEW YORK

STATE OF NEW YORK )

) ss.:

COUNTY OF QUEENS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me personally came \_\_\_\_\_, who being by me duly sworn, did depose and say that he or she is a \_\_\_\_\_ Commissioner of the New York City Department of Correction, that in such capacity he or she is authorized to execute the foregoing Agreement on behalf of THE CITY OF NEW YORK, and that he or she executed said Agreement for the purposes therein mentioned

\_\_\_\_\_  
NOTARY PUBLIC