

## FILM LICENSE AGREEMENT

IT IS HEREBY AGREED, as of the [REDACTED] day of [REDACTED], 20[REDACTED] (the “**Effective Date**”) between the NEW YORK CITY HOUSING AUTHORITY, a public benefit corporation organized pursuant to the laws of the State of New York, having an office at 250 Broadway, New York, New York 10007 (the “**Authority**” or “**NYCHA**”), and [REDACTED], a [REDACTED] organized pursuant to the laws of the State of [REDACTED], having its principal address at [REDACTED] (the “**Licensee**”) (the Authority and the Licensee are collectively referred to as the “**Parties**” and each, individually, as a “**Party**”), in consideration of the mutual promises contained herein and subject to the terms and conditions set forth in this non-exclusive, temporary, revocable license agreement (the “**License Agreement**”), that:

1. **Grant of License.** Licensee, its employees, contractors and subcontractors are hereby granted a non-exclusive, temporary, revocable license to access and to enter upon certain portions (the “**License Area**”) of a public housing development (the “**Development**”) owned by the Authority (the “**License**”). The sole purpose of the License is to permit ingress to and egress from the License Area by the Licensee, its employees, contractors and subcontractors specifically retained therefore, for the staging (including the setting up and taking down of equipment), photographing, filming and sound recording (collectively, the “**NYCHA Scene(s)**”) within the License Area, including without limitation, all interior common areas and exterior areas, buildings and other structures owned by the Authority, on or about the License Area (the “**Authorized Purpose**”) subject to the limitations contained in this License Agreement. The Development, License Area, NYCHA Scenes and Authorized Purpose are more particularly described on **Exhibit A** hereto.

For the purpose of this License Agreement, the term “**NYCHA Scenes**” shall include visual or aural sequences or scenes, intended to be or become either entirely or a part of a work of art or entertainment, or director’s cuts or outtakes, that are memorialized through (x) audio recording (in any format now known or unknown) or (y) motion picture, still, film, video and/or digital photography (or any format now known or unknown) and are authorized to be made pursuant to this License Agreement.

For the purpose of this License Agreement, the term “**Work**” shall mean the work of art or entertainment that the NYCHA Scenes are intended to be or become either entirely or a part of, including director’s cuts and outtakes.

2. **Term.** The term of this License Agreement shall commence on the date described on **Exhibit A** (the “**Commencement Date**”) and terminate on the earliest of: (i) the “**Expiration Date**” set forth in **Exhibit A** (hereinafter, the interim period between the Commencement Date and the Expiration Date is referred to as the “**Term**”), (ii) the date that photographing and recording of all sequences or scenes of the NYCHA Scenes have been completed or (iii) the date this License Agreement is terminated or revoked, as herein provided.

3. **Extension of Term.** Provided that the Licensee is not otherwise in breach or

violation of any provision of this License Agreement, the Licensee may request an extension of the Expiration Date of this License Agreement (the “**Extended Expiration Date**”) for up to two (2) additional consecutive period(s) of two (2) weeks each or such longer period in the event of unavoidable delays, with such extensions beginning immediately upon the expiration of the prior term, by providing the Authority with a written request received at least two (2) consecutive business days prior to the Expiration Date. Such extension request may be granted or denied by the Authority in its reasonable discretion. Licensee shall be required to pay to the Authority an additional Location Fee (as defined in Article 6 below) for the period of each Extended Expiration Date at the beginning of such extended Term.

4. **Authority Contact Person and Licensee Contact Person.** To facilitate efficient communication between the Authority and the Licensee, each Party has designated a representative with responsibility for the routine administration of such Party’s obligations pursuant to this License Agreement, and to inform the other Party of all material events, information and communications relating to the Authorized Purpose. At present, the Authority’s contact person is \_\_\_\_\_, Department \_\_\_\_\_, (the “**Authority’s Contact Person**”), located at 250 Broadway, \_\_\_ Floor, New York, New York 10007 and whose telephone number is: (212) 306-\_\_\_\_\_ and whose email is \_\_\_\_\_@nycha.nyc.gov. The point of contact for the Licensee shall be \_\_\_\_\_, \_\_\_\_\_ (the “**Licensee’s Contact Person**”), located at \_\_\_\_\_ and whose telephone number is: \_\_\_\_\_ and whose email is \_\_\_\_\_@\_\_\_\_\_. The Authority’s Contact Person and the Licensee’s Contact Person may be changed from time to time upon one Party’s written notification to the other Party delivered in accordance with this License Agreement.

5. **Access.**

(a) The Licensee shall have access to the License Area in order to engage in the Authorized Purpose on the days and during the hours described on **Exhibit A** hereto, excluding days observed as holidays by the governments of the United States of America, the State of New York or The City of New York. The Licensee may, in the Authority’s sole discretion, have access to the License Area at such other times as the Authority may first approve in writing, upon reasonable prior written request from the Licensee.

(b) The Licensee shall follow the directions of the Development’s Manager and staff regarding ingress and egress through the Development and the movement of the Licensee’s equipment into, out of, and within the License Area.

(c) The Authority shall make good faith efforts to provide access to the License Area, but cannot guarantee such access by the Licensee. If access is denied on any portion of the dates and during the hours described on **Exhibit A** hereto, the Authority shall make reasonable efforts to reschedule the photographing and recording of the NYCHA Scenes contemplated by this License Agreement.

6. **Location Fee**

(a) Licensee shall pay to the Authority the location fee (the “**Location Fee**”) for the Term set forth on **Exhibit B** hereto. The Location Fee is due and payable in full upon execution of the License Agreement.

(b) The Licensee agrees to be responsible for the cost of all overtime compensation and related payroll expenses incurred by the Authority in connection with any overtime hours worked by Authority personnel to secure the License Area, or as otherwise reasonably necessitated by the Authorized Purpose. Overtime compensation shall be incurred for any work commenced prior to 8:00 a.m. and after 4:30 p.m. Overtime fees are due and payable when incurred as set forth in **Exhibit C**.

(c) In the event Licensee fails to vacate the License Area following the Expiration Date, or the Extended Expiration Date, if any, or the sooner termination of this License Agreement, Licensee shall be required to pay to the Authority “**Use and Occupancy Charges**” in respect of the License Area in pro rata amounts that equal the Location Fee. The Authority, by the acceptance of Use and Occupancy Charges, will not be deemed to have waived any of its rights under this License Agreement.

(d) Nothing contained in this License Agreement may be construed as permitting Licensee to retain a right of access to, or possession of, the License Area after the expiration or the sooner termination of this License Agreement. Any continued occupancy by Licensee after the expiration or the sooner termination of this License Agreement is at the will of the Authority and solely as an accommodation to Licensee.

(e) The provisions of this **Article 6** shall survive the revocation, expiration or termination of this License Agreement.

7. **Parking.** In general, the Authorized Purpose shall not interfere with, or reduce the number of spaces, for vehicle parking in any of the Development’s parking lots. However, if the Authority agrees otherwise, as reflected on **Exhibit A** hereto, then the Licensee recognizes that Authority Residents and/or its commercial tenants will be prevented from using the License Area and/or its associated parking lot to park their vehicles in certain assigned spaces. Licensee shall accordingly, throughout the Term, and including any extension thereof, provide, at no cost or expense to the Authority, Authority Residents and/or commercial tenants with alternative reserved parking spaces (“**Alternative Parking Areas**”) to park their vehicles. Prior to the execution of this License Agreement, Licensee shall provide the Authority with proof, such as a copy of a receipt for payment or other forms of proof acceptable to the Authority, evidencing that Licensee has pre-paid all charges associated with the rental of the Alternate Parking Areas (the “**Proof of Payment**”). Licensee shall provide the Authority with copies of all notices received from the Alternative Parking Areas in accordance with **Article 20**, below.

8. **Licensee's Acknowledgments.** The Licensee expressly acknowledges that

(a) the Authority makes no representation or warranty as to the suitability or fitness of the License Area for the Authorized Purpose;

(b) the Authority shall have no obligation to perform any work at the License Area or to make any alterations, repairs, renovations or restorations of any nature whatsoever or to cause the License Area to comply with any applicable laws and regulations;

(c) the Authority shall not be responsible for theft or vandalism of any property or equipment owned or installed by the Licensee and shall have no obligation to furnish any services (including security services) with respect to the License Area and the Licensee shall make such arrangements as may be approved by the Development's Management Office to secure the License Area utilized by Licensee during the Term as may be extended;

(d) the Authority shall have no obligation with respect to the Authorized Purpose, it being expressly understood that no person or entity engaged by the Licensee in connection with the Authorized Purpose shall be deemed an employee or agent of the Authority;

(e) the failure by the Authority to insist upon the strict performance of any covenant or obligation to be performed by the Licensee under this License Agreement or to exercise any right or remedy consequent upon a breach of this License Agreement will not constitute a waiver by the Authority of any right or remedy consequent upon a breach of such covenant or obligation;

(f) the Licensee has no possessory interest in the License Area and has no greater right to use or occupy the License Area than is provided by the License granted under this License Agreement;

(g) the Authority's unconditional right to revoke the License granted by the Authority to the Licensee in this License Agreement, as set forth in Article 17, shall not be affected by the length of the Term of this License Agreement or by any cost, expense or liability assumed or incurred by the Licensee in connection herewith or with the License Area, or by anything else whatsoever;

(h) the Licensee acknowledges and agrees that it shall have no right to violate the privacy of any Authority resident, any guest of a resident, any Authority employee, or any licensee or invitee of either the Authority or any of its residents (collectively, "**Protected Persons**"). In furtherance of the foregoing, the Licensee agrees that it shall not create or utilize a NYCHA Scene of any Protected Person without the express prior written consent of such Protected Person;

(i) the License Area is located in a residential housing development and

Licensee agrees to use all due care not to disturb the peace, comfort or repose of the Authority's residents or any licensee or invitees of the residents in their respective apartments, the hallways, parking lots or on the grounds of the Development; and

(j) the Authority shall have no responsibility to relocate any of its residents or to require any of its residents or other persons to vacate any portion of the Development or to relocate any vehicles parked on the Development.

9. **Licensee's Covenants.** The Licensee covenants to the Authority that

(a) the Licensee shall exercise all due care with respect to the Authorized Purpose. The foregoing obligation shall include, without limitation, the obligation to use all due care (i) to ensure the safety of: (A) Authority residents, employees, guests, licensees and invitees; (B) the Licensee's personnel, employees, agents, contractors and subcontractors; and (C) any activities conducted by the Licensee, and (ii) to maintain in good condition the property, fixtures and personalty contained within the License Area.

(b) the Licensee expressly assumes the sole and exclusive risk with respect to the safety of the Authorized Purpose including, without limitation, Stunts (as such term is defined below), to be conducted at the License Area as a part of the Authorized Purpose. Further, the Licensee expressly releases the Authority from any and all claims or causes of actions that Licensee may have against the Authority in connection with Licensee's use of the License Area or any portion of the License Area for the Authorized Purpose including, but not limited to, Stunts. For the purpose of this License Agreement, "Stunt(s)" shall be defined as any NYCHA Scene that involves possible injury to performers or others within the License Area.

(c) the Authorized Purpose shall comply with all applicable federal, State, municipal, and local laws, ordinances, codes, rules and regulations, notices, and orders (including any environmental laws and laws concerning the protection of historic properties, if applicable), and any requirements as to permits, approvals, testing and or licenses, and the payment of any and all fees imposed in connection therewith, related to the Authorized Purpose and/or that bear upon the conduct of those persons engaged in performing the Authorized Purpose;

(d) the Licensee will promptly (and at a minimum on a daily basis), in accordance with all applicable laws and at its sole cost and expense, have all the refuse, debris, garbage, waste and other objectionable materials caused by or as a result of the Authorized Purpose removed from the License Area and the sidewalks, pathways and curbs adjacent thereto;

(e) the Licensee shall take all reasonable and prudent measures as may be necessary or legally required to contain and reduce dust and noise arising from the Authorized Purpose;

(f) if the Authorized Purpose to be performed by the Licensee shall expose

any underground utilities, the Licensee shall ensure that such underground utilities are adequately protected at all times so that such utilities are not damaged in any way, and shall immediately notify the Authority of such exposure of underground utilities;

(g) the Licensee, and its specific employees, contractors and subcontractors engaged in furtherance of the Authorized Purpose shall carry at all times while they are on the License Area, and display upon request, identification cards acceptable to the Authority;

(h) in no event shall the Licensee bring any hazardous substances, as defined under all applicable federal, city, state and local environmental laws, onto the License Area or the Development in violation of such environmental laws (an “**Environmental Breach**”) and the Licensee shall to the fullest extent provided by law and not in limited thereof, to indemnify, defend and hold harmless the Authority, its agents, board members (“**Members**”) employees, successors, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all penalties, losses, claims, damages, punitive damages, expenses, suits, judgments, fines, costs, liabilities (including sums paid in settlement of claims), interest, reasonable attorneys’ fees (including any reasonable attorneys’ fees incurred in enforcing this indemnity), consultants’ fees and expert fees whatsoever to the extent caused by Licensee’s Environmental Breach at the License Area or Development; the indemnification provisions of this Section 9(h) shall survive the revocation, expiration or termination of this License Agreement;

(i) the Licensee will not, in connection with the Authorized Purpose at the License Area, discriminate or permit discrimination against any person(s) or organization(s) because of race, sex, color, age, religion, national origin, disability, marital status, military service, sexual orientation or for any other reason prohibited by law. The Licensee must use its best efforts to ensure that parties with whom it conducts business in connection with the Authorized Purpose or its use of the License Area comply with the aforesaid prohibitions against discrimination;

(j) the Licensee shall not under any circumstances make or attempt to make any alterations, additions or improvements to the License Area, except as set forth in Exhibit A hereto, all of which shall be subject to Article 18; and

(k) Licensee shall give and post any and all warnings, in and around the License Area, necessary to ensure that no person is placed at risk or injured due to the activities of Licensee. Further, Licensee shall post any and all warnings that Authority instructs Licensee to so post.

## 10. **Intellectual Property and Exhibition Rights.**

(a) (i) The terms “New York City Housing Authority,” “NYCHA,” “The City of New York Housing Authority”, any derivation or logotype thereof or the name of the Development (the “**Restricted Content**”) shall not be utilized in the (A) NYCHA Scenes, (B) Work or (C) any advertising or promotional literature of any kind whether

written, graphic, audio, film, video or data format now known or unknown (the “**Materials**”).

(ii) No portion of the NYCHA Scenes shall be used in any still photograph, mock-up or trailer utilized in any way outside of the Work itself (*e.g.*, in artwork used in advertising or a DVD cover).

(iii) The Licensee shall not utilize in the Materials, the NYCHA Scenes or the Work, (A) the names of streets upon which the Development is located or that would identify the Development as a public housing development owned by the Authority or (B) other graphic, photographic or audio image that, when viewed in or out of context, identifies the Development, a public housing development owned by the Authority or the Authority,

(iv) The Licensee shall not utilize in the Materials, the NYCHA Scenes or the Work, any features of the following public housing developments protected by New York City Administrative Code, Chapter 3 – § 25-301 *et seq.* (the “**Landmarks Law**”): First Houses, Williamsburg Houses and Harlem River Houses, which such features are of a special character or a special historical or aesthetic interest or value representing the Authority’s and New York City’s cultural, social, economic, political and architectural history.

(v) The Licensee shall not merchandise material or products based on the NYCHA Scenes, without the express prior written consent of the Authority, which may be granted or withheld in the Authority’s sole and absolute discretion.

(b) Notwithstanding Section 10(a)(i) above, the Licensee may, but is not required to, list and acknowledge the services of the Authority in the closing credits of the Work, using the words “The New York City Housing Authority” to identify the Authority.

(c) In no event shall the Authority incorporate Licensee’s name or the name of Licensee’s parent or subsidiary companies or companies under common control with Licensee, or any registered trademarks belonging to any of the aforementioned, in any promotional materials, advertising, public relations copy, or similar materials, without the express prior written approval of Licensee.

(d) Provided Licensee is not in material default under this License, and subject to the express requirements of Section 10(a), the Authority acknowledges that Licensee has the right to forever distribute, and exhibit the Work throughout the world theatrically, by pay or free television, or any other manner or means now existing or hereafter used or conceived, as well as the exclusive right to use the NYCHA Scenes in publicity and advertising pertaining to the Work in any manner that Licensee may desire, provided that such advertising and publicity does not express or imply an endorsement of the Work, or any other product or service, by the Authority.

(e) Subject to the express requirements of Section 10(a), all rights of every kind (including, without limitation, all copyrights and rights of exhibition and broadcast) throughout the world in perpetuity in and to the NYCHA Scenes shall be and remain vested in Licensee, its successor, assigns, and licensees.

(f) Licensee represents and warrants that any use or exploitation by Licensee, its successors, assigns and licensees of the NYCHA Scenes, now and in perpetuity, shall neither defame nor present in a false light, whether inferentially, directly or indirectly, the Authority, the Protected Persons, or their respective employees and related entities.

11. **Remedies.** Except in the case of a breach of Section 10(a) of this License Agreement, in the event of any claim by Authority against Licensee, whether or not material, the Authority shall be limited to the Authority's remedy at law for monetary damages, if any, and the Authority shall not be entitled to enjoin, restrain or interfere with use of the NYCHA Scenes or the Work as provided in this License Agreement or with the advertising, publicizing, exhibiting or exploitation of said NYCHA Scenes or any of Licensee's rights hereunder. The Authority does not waive its right to seek injunctive or other equitable relief for breach, whether or not material, of Section 10(a).

12. **No Assignment.** Notwithstanding the non-exclusive nature of the License being granted hereunder, this License Agreement is for the exclusive use of the Parties hereto and may not be assigned, in whole or in part, by the Licensee to any other person, firm, or entity. This provision is not intended to limit the right to assign any intellectual property rights or exhibition rights possessed by the Licensee as described in Sections 10(b) – (f) of this License Agreement, subject to the limitations of Section 10(a).

13. **Liens.** The Licensee shall not create or permit to be created, by contract or otherwise, any lien, encumbrance or charge upon the License Area.

(a) Notwithstanding the foregoing, if any mechanic's, laborer's, materialman's, public improvement or other lien, encumbrance or charge is filed at any time against the License Area and/or the Development of which it forms a part (individually, a "**Lien**"), in connection with the Authorized Purpose, then within twenty (20) consecutive calendar days after the filing thereof, the Licensee must cause the Lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, and notify the Authority in writing of the discharge of such Lien, with proof thereof.

(b) If the Licensee fails to cause each such Lien to be discharged of record within the aforesaid period, and if such Lien continues for an additional ten (10) consecutive calendar days after written notice by the Authority to the Licensee, then, in addition to any other right or remedy, the Authority may, but will not be obligated to, discharge such Lien either by paying the amount claimed to be due or by procuring the discharge thereof by deposit or by bonding proceedings.

(c) The Licensee shall be liable for any amount paid by the Authority to

discharge any Lien, including all costs, expenses and attorneys' fees incurred by the Authority in connection therewith, together with interest thereon at the highest rate of interest that at such time may be permitted under applicable law, from the respective dates of the Authority's making of the payment or incurring of the costs, expenses and attorneys' fees, and shall be payable by the Licensee to the Authority within ten (10) consecutive calendar days of the Authority's demand for same.

(d) The provisions of this Article 13 shall survive the revocation, expiration or termination of this License Agreement.

14. **Indemnification.** In addition to any other indemnification provided herein, the Licensee hereby agrees to indemnify, defend (with counsel selected by the Authority), and hold the Authority, its Indemnified Parties and the Protected Persons, harmless from and against all penalties, losses, claims, damages, punitive damages, expenses, suits, judgments, fines, costs, liabilities (including sums paid in settlement of claims), interest, attorneys' fees (including any attorneys' fees incurred in enforcing this indemnity), consultants' fees and expert fees whatsoever that may arise as a result of any actual or alleged injury (including death) and/or damage to persons or property of any nature and/or any matter or thing occasioned in whole or in part by the acts or omissions of the Licensee, or by the acts or omissions of its employees, agents, licensees, invitees, contractors, subcontractors or any other entity or person involved in the Authorized Purpose, regardless of the actual cause of such injury and/or damage, including, without limitation,

(a) the removal, transport, generating, storage, use, exposure, disposal or treatment of asbestos-containing or any other environmentally hazardous substance to, at or from the License Area;

(b) any tortious conduct by the Licensee, and/or by its employees, agents, licensees, invitees, contractors, subcontractors or any other entity or person involved in the Authorized Purpose during the term of the License Agreement, whether or not said conduct is related to the performance of the Authorized Purpose and/or the use of the License Area or the pathways or sidewalks and curbs adjacent thereto;

(c) any breach by the Licensee of any covenant, agreement, representation or warranty set forth in this License Agreement; and

(d) damage to the lines or equipment of utility providers, relocation of lines or equipment of utility providers and/or disruption of utility service regardless of the location of the service.

The provisions of this Article 14 shall survive the revocation, expiration or termination of this License Agreement.

15. **Insurance.**

(a) It is expressly understood and agreed that this License Agreement is subject to the “**Insurance Requirements**” attached herewith as, and more particularly described within, **Exhibit D**. Such Insurance Requirements are incorporated herein and hereby made a part of this License Agreement.

(b) Prior to or contemporaneously with the execution of this License Agreement, and from time-to-time thereafter on demand from the Authority, the Licensee must provide the Authority with satisfactory insurance certificates (the “**Certificates**”) (**Exhibit E**) and/or certified copies of the insurance policies evidencing that the Insurance Requirements set forth herein are in effect. In addition, the Licensee must provide the Authority with evidence of proper renewal of all required insurance policies prior to the date on which any such policies expire. Neither the Licensee nor any of its employees, agents, licensees, invitees, contractors or subcontractors, shall be permitted to enter upon the License Area until the Authority has received all the Certificates required by this Article 15. The original Certificates, evidence of renewals of such insurance coverage must be delivered for approval to the New York City Housing Authority, Risk Finance Department, 90 Church Street, 6<sup>th</sup> Floor, New York, New York 10007, to the attention of the Director of Risk Finance, with a copy delivered to the New York City Housing Authority, Law Department, 250 Broadway, 7<sup>th</sup> Floor, New York, New York 10007, to the attention of the Associate General Counsel for Real Estate and Economic Development.

(c) The Licensee hereby releases the Authority from any and all claims or causes of action whatsoever that the Licensee might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered or that should have been covered by insurance, including any deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Licensee pursuant to this Article 15 and/or this License.

(d) The Licensee’s failure to obtain and maintain the coverage required by the Insurance Requirements shall constitute a breach of, and default under, this License Agreement. If the Licensee shall fail to remedy such breach immediately, the Licensee shall be liable for any and all costs, liabilities, damages, and penalties resulting to the Authority from such failure.

(e) The Licensee’s compliance with the provisions of this Article 15, and the insurance coverage provide in accordance therewith, shall not limit Licensee’s liability nor release Licensee from any liability that may exceed the insurance coverage limits of the Insurance Requirements.

(f) If the Licensee is exempt from Workers’ Compensation/Employer’s Liability, then it must obtain and provide to the Authority a “Certificate of Attestation of Exemption, Form CE-200, from Workers’ Compensation and/or Disability Benefits insurance coverage” from the New York State Workers’ Compensation Board.

Information may be found at [http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp). The Authority does not guarantee the accuracy of information found on any third-party's website.

(g) The provisions of this Article 15 shall survive the revocation, expiration or termination of this License Agreement.

#### 16. **Breach, Violation or Default, Cure, Emergency, Self-Help.**

(a) Where there are seven (7) consecutive calendar days or more remaining in the Term, then if, in the opinion of the Authority, and at its reasonable discretion, the Licensee breaches, violates or defaults on any of the provisions of this License Agreement, the Authority will have the right, but not the obligation, to deliver to the Licensee written notice of same specifying the nature of the breach, violation or default. If the Authority delivers such notice, the Licensee will have five (5) consecutive calendar days from the date of receipt of such notice within which to cure the breach, violation or default (the "**Cure Period I**"). In the event that the Licensee fails to cure the breach, violation or default within the Cure Period I, and any permitted extensions thereof, the Authority will have the right to immediately terminate this License Agreement and terminate the License granted thereby, but such termination will not give rise to any claim by the Licensee against the Authority for damages, including, without limitation, for lost profits, nor shall Licensee be entitled to any pro rata refund of the Location Fee.

(b) Where there are less than seven (7) consecutive calendar days remaining in the Term, then if, in the opinion of the Authority, and at its reasonable discretion, the Licensee breaches, violates or defaults on any of the provisions of this License Agreement, the Authority will inform the Licensee same, specifying the nature of the breach, violation or default, and the Licensee will have until the Expiration Date to cure the breach, violation or default (the "**Cure Period II**").

(c) Nothing contained in Sections 16(a) or (b) shall limit the Authority's right to terminate or revoke this License Agreement pursuant to Section 8(g), above and/or Article 17, below.

(d) In the event that the Licensee's breach, violation or default creates an imminent threat to the health life and safety of the residents of the Development or the structural integrity of the Development itself (an "**Emergency**"), the Licensee, upon knowledge of such Emergency, shall immediately notify the Authority's Contact Person. The Authority has the right, but not the obligation, to eliminate the Emergency at the sole expense of the Licensee with all such costs reimbursed to the Authority within ten (10) consecutive calendar days of the Authority's demand for same ("**Self-help**"), or to work jointly with the Licensee in promptly addressing the emergency situation at Licensee's sole cost and expense. The Authority shall only commence Self-help if (i) Licensee has not responded to the Emergency within a commercially reasonable timeframe and in a diligent manner and (ii) the Authority has given written notice (by email or otherwise) to

the Licensee.

(e) The right to cure contained in Sections 16(a) and (b) does not apply to breaches, violations or defaults caused by hazardous substances as provided for in Section 9(h), to which the provisions of Section 16(d) apply, and is subject to the Authority's unconditional right to terminate this License Agreement as set forth in Article 17 below.

17. **24-Hour Notice.** The Authority shall have the unconditional right to revoke the License and other rights granted to the Licensee pursuant to this License Agreement and to terminate this License Agreement in its entirety on twenty-four (24) hours' prior oral or written notice (the "**24-Hour Notice**") to the Licensee except in the case of an Emergency for which the Authority may terminate the License Agreement immediately and without prior notice.

18. **Restoration.** If this License Agreement shall be revoked, expire or terminate for any reason set forth herein, then upon such revocation, expiration or termination the Licensee shall, at its sole cost and expense, immediately remove its equipment and any materials deposited at the License Area, restore the License Area to the condition existing immediately prior to the Commencement Date, reasonable wear and tear excepted, and return the License Area to the Authority free from deposits of refuse, debris, garbage, waste and all other objectionable materials caused by or as a result of the Authorized Purpose. If the Licensee fails to take any of the foregoing actions upon the termination of this License Agreement, or if latent defects are discovered following restoration, the Authority may take any of the aforesaid actions on behalf of, and at the sole cost and expense of, the Licensee. The foregoing provision shall survive the revocation, expiration or termination of this License Agreement.

19. **Revocation.** In all instances, the revocation, expiration or termination of this License Agreement shall automatically act to terminate and revoke the License granted hereunder without any further action required by the Authority. All liabilities of the Licensee shall survive the revocation, expiration or termination of this License Agreement.

20. **Notices.** All notices required pursuant to the terms of this License Agreement must be in writing and must be delivered personally, by overnight carrier that provides a receipt evidencing delivery, or by certified or registered mail, return receipt requested, to the attention of the Parties at the respective addresses set forth below:

(a) to the New York City Housing Authority, Department of Communications, 250 Broadway, 10<sup>th</sup> Floor, New York, New York 10007, to the attention of the Senior Manager for Events & Communications Services,

with a copy to the New York City Housing Authority, Law Department, 250 Broadway, 7<sup>th</sup> Floor, New York, New York 10007, to the attention of the Associate General Counsel for Real Estate and Economic Development, and

(b) to the Licensee at the address first set forth above.

Notices will be deemed given and received (i) when delivered, if delivered personally; (ii) the next business day after delivery to the carrier, if given by overnight carrier; or (iii) five (5) consecutive days after mailing, if given by mail.

21. **Counterparts.** This License Agreement may be executed in two or more counterparts, each one of which, when so executed and delivered, shall constitute a valid and binding original and may be delivered by facsimile or scanned e-mail on condition that original counterparts are delivered within forty-eight (48) hours thereafter.

22. **Headings.** The captions are inserted in this License Agreement only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this License Agreement or the intent of any provision of this License Agreement.

23. **Governing Law.** This License Agreement and performance of it shall be governed by and construed in accordance with the laws of the State of New York, excluding New York's rules regarding conflicts of laws. Any and all actions or proceedings relating to the subject matter of this License Agreement must be commenced in the state courts sitting in the City of New York, which courts shall have exclusive jurisdiction for such purpose. The Licensee hereby consents to submit itself to the jurisdiction of such courts with respect to any actions or proceedings arising out of, under or related to this License Agreement and the Licensee agrees that process may be served on the Licensee at its address set forth in Article 20 hereof.

24. **Entire Agreement.** This License Agreement, the Exhibit(s) annexed hereto and the documents incorporated by reference herein, set forth all the promises, assurances, agreements, conditions, inducements and understandings between the Authority and the Licensee relative to the License Area. There are no additional promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between the Parties, other than those contained herein.

25. **Parties Bound.** The covenants, agreements, terms, provisions and conditions contained in this License Agreement will apply to and inure to the benefit of, and be binding upon, the Licensee and the Authority and their respective successors and permitted assignees, if any, except as otherwise provided in this License Agreement.

26. **No Oral Modifications.** Except as otherwise provided herein, this License Agreement may not be changed, modified, amended or terminated orally, but only by a written instrument of change, modification, amendment, addition or termination, executed by the Party against whom enforcement of any change, modification, amendment, addition or termination is sought.

27. **No Recording.** Licensee shall not record this License Agreement in the office of the City Register for the County in which the License Area is located, or with any County Clerk wherever located.

28. **Severability.** If any of the terms and provisions of this License Agreement are

in violation of or prohibited by any law, statute or ordinance of the State or City of New York, or such term or provision is found to be invalid or unenforceable by any court of competent jurisdiction, then such term or provision shall be considered deleted and shall not invalidate the remaining terms or provisions of this License Agreement, and this License Agreement shall continue in full force and effect.

29. **Singular and Plural; Gender.** Words and phrases used in the singular shall be deemed to include the plural and vice versa, and nouns and pronouns used in any particular gender shall be deemed to include any other gender.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

SAMPLE

THE PARTIES hereto have set their hands and executed this License Agreement on the date first written above.

NEW YORK CITY HOUSING AUTHORITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SAMPLE



## NEW YORK CITY HOUSING AUTHORITY

### **VOLUNTARY DONATIONS**

To further the mission of the New York City Housing Authority to provide decent and affordable housing in a safe and secure living environment for low- and moderate-income residents throughout the five boroughs, film companies may, in addition to the location fees, make a donation directly to New York City Housing Authority. We emphasize that all donations are voluntary and at the discretion of the donor. Thank you for your support.

Donations may be made directly to:

New York City Housing Authority  
250 Broadway, 10<sup>th</sup> Floor  
New York, New York 10007  
Attn: Department of Communications  
Federal Tax ID# 136400571

EXHIBIT A

Licensee:

Development:

The Parties acknowledge and agree that the License granted herein is specifically limited to the photographing and/or recording of the NYCHA Scenes and limiting the dates, hours, locations and maximum number of Licensee Representatives as follows:

A. License Area:

Address of building:  
Including the cross-hatched area of the attached site plan (if any is attached).

B. Term:

I) Commencement Date:

II) Expiration Date:

III) Hours:

C. Authorized Purpose:

The NYCHA Scenes is intended to be a portion of the Work entitled:

I) Television episode of:

II) Music Video entitled:

III) Motion picture entitled:

IV) Commercial sponsored by:

V) Other (specify):

D. General Activities involved in the Authorized Purpose (check all that apply):

Still photography,  Motion picture or video photography

Audio recording,  Stunts,  Set construction

E. Stunts:

The following Stunts will be performed within the License Area:

F. Alternative Parking Areas for Authority Residents and Commercial Tenants:

G. Alterations to the License Area:

H: Licensee's Representative (names, address, telephone number, e-mail):

## EXHIBIT B

### Location Fee

A) Licensee shall pay to the Authority a Location Fee of \$\_\_\_\_\_ per day for the right to use the License Area for the NYCHA Scenes. For purposes of this fee, a “day” is defined as anywhere from 0 - 12 hours. Any activities comprising the Authorized Purpose which continue past 12 hours will automatically be considered a second day. Exceptions to this policy can be made only at the discretion of the Director of The Department of Communications.

B) An invoice will be forwarded to the Licensee or its designee for payment of the Location Fee, at which time payment can be made and forwarded to the address below.

C) A check for the Location Fee shall be made payable to the New York City Housing Authority, and mailed to the following address:

New York City Housing Authority  
Revenue and Receivables Division  
90 Church St., 6<sup>th</sup> floor  
New York, New York 10007  
Attn: Salwa Hanna

D) The entire Location Fee is due and payable upon execution of the License Agreement.

## EXHIBIT C

### Overtime Reimbursement

Licensee must reimburse the Authority for any and all overtime incurred by Authority personnel. All reimbursement is handled in the following manner

1. A Media Services Technician will consult with the Licensee's location manager to determine the number of staff necessary and approximate additional hours to be worked by each staff member. This information is forwarded to and discussed with the Manager of the Development, who will attempt to provide staff wherever possible.
2. The Authority's Department of Communications calculates an approximate dollar amount of overtime costs based on the current rates of pay.
3. The anticipated cost of Authority personnel overtime is forwarded to the Licensee by the Department of Communications.
4. Once work for the Authorized Purpose is started, the Development's Manager will provide to the Department of Communications updates containing the names of staff working overtime, as well as their rates of pay, and dates and hours worked. At the conclusion of the production, the Department of Communications will forward this information to the Accounts Receivable so that invoices can be created and forwarded to the Licensee.
  - a. Caretakers with a classification of "G" or "J" receive overtime wages of \$28.06/hour. If any work is performed on a Sunday, the rate is \$32.74/hour.
  - b. Caretakers with a classification of "X" receive overtime wages of \$29.14/hour. If any work is performed on a Sunday, the rate is \$34.00/hour
  - c. A Groundskeeper Supervisor receives overtime wages of \$40.17/hour. If any work is performed on a Sunday, the rate is \$46.86/hour.
  - d. A Caretaker Supervisor receives overtime wages of \$39.69/hour. If any work is performed on a Sunday, the overtime rate is \$46.86/hour
  - e. Current rates of overtime pay for other Authority staff titles can be made available on an as-needed basis.

Any rates currently listed, or rates for other titles, are subject to change as a result of collective bargaining.

5. If the Licensee fails to obtain advance approval for overtime, or overtime is incurred as the result of unforeseen circumstances, the Development's Manager will determine the overtime costs and forward this information to the Department of Communications. The information will then be forwarded to the Accounts Receivable which will create and mail to the Licensee an invoice for costs incurred.

**EXHIBIT D**

**Insurance Requirements**

- (1) **Coverage.** Licensee shall maintain, and shall cause each contractor or subcontractor, if any, of Licensee to maintain, for the Term and any extensions hereunder, insurance consisting, at least, of:

<b>COVERAGE TYPE</b>	<b>MINIMUM LIMITS</b>	<b>FORMS &amp; REQUIRED ENDORSEMENTS</b>
<b>Workers' Compensation/Employer's Liability</b>	Workers' Compensation: Statutory for the State of New York  Minimum Employer's Liability: \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit	<b>Form:</b> As required in the State of New York  <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> </ul>
<b>Commercial General Liability</b>	\$1,000,000 per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$1,000,000 Personal/Advertising Injury \$5,000 Medical Expense	<b>Form:</b> General Liability Form ISO CG 00 01 or equivalent  <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• Additional Insured ISO Form CG2010 and CG2037 or their equivalents</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Severability of Interest Clause</li> </ul>
<b>Business Auto Liability</b>	\$1,000,000 Combined Single Limit	<b>Form:</b> Business Auto Form CA 00 01 or equivalent  Coverage to be applicable to Owned, Non-Owned & Hired Autos  <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• Additional Insured ISO Form CA2048 or its equivalent</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Severability of Interest Clause</li> </ul>

- (2) **No Agency.** It is understood that, for any and all purposes, all personnel assigned to perform the Authorized Purpose under the License Agreement by Licensee are deemed to be employees, contractors or subcontractors of Licensee, and not of the Authority.

- (3) **Personal Property.** Licensee shall be responsible for obtaining and maintaining, at its sole cost and expense, and for causing its contractor(s) and subcontractors, if any, to obtain and maintain, at their sole cost and expense, insurance covering their respective personal property while upon the License Area. Except for the intentional wrongful acts of the Authority, the Authority shall have no responsibility for loss of, damage to, or theft of personal property of Licensee or its contractor(s) or subcontractor(s).
- (4) **Workers' Compensation Exemption.** If the Licensee is exempt from Workers' Compensation/Employer's Liability, then it must obtain and provide to the Authority a "Certificate of Attestation of Exemption, Form CE-200, from Workers' Compensation and/or Disability Benefits insurance coverage" from the New York State Workers' Compensation Board. Information may be found at [http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp). The Authority does not guarantee the accuracy of information found on any third-party's website.
- (5) **Ratings and Endorsements.** All policies must be issued by companies licensed or authorized to do business, in the State of New York, having a rating of at least "A" (Excellent) and a financial rating of "VII," as rated by the most recent Best's Insurance Rating Guide. Licensee's Commercial General Liability Insurance, Automobile Liability Insurance and Umbrella/Excess Liability Insurance policies must be endorsed:
- (a) **to name the Authority as an additional insured and certificate holder** (the Authority will be required to be a named insured in the event that a contractor will be assuming the liabilities of its subcontractors performing the Authorized Purpose);
  - (b) to allow severability of interests and rights of cross-claim; and
  - (c) to provide that the policy must not be canceled, or its coverage reduced, without at least thirty (30) days' prior written notice to the Authority.
- (6) **Certificates of Insurance.** As provided for in the License Agreement, prior to commencement of the Authorized Purpose, and from time to time thereafter on demand from the Authority, Licensee must provide the Authority with satisfactory certificates of insurance, and/or certified copies of the insurance policies, evidencing that such insurance is in effect. Such certificates of insurance, and/or certified copies of the insurance policies, must be sent to:
- New York City Housing Authority  
90 Church Street, 6th Floor  
New York, NY 10007-2919  
Attn: Deputy Director of Risk Finance**
- (7) **Hold Harmless.** It is required that all Parties to this agreement, other than the Authority, at every tier, must agree to hold the Authority harmless for loss.

- (8) **Retention.** All coverage must be provided on a first dollar basis, any retentions/deductibles above Ten Thousand Dollars (\$10,000) must be disclosed to the Authority.
- (9) **No Limitation.** Insurance coverage in the amounts provided for herein shall not limit Licensee's liability and shall not relieve Licensee from any liability that might exceed such amounts, nor shall the Authority be precluded by such insurance coverage from taking other actions that may be available to the Authority under any other provisions of this License Agreement or otherwise.

SAMPLE

EXHIBIT E

Insurance Certificates  
(separately attached)

SAMPLE