

# ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE LOCATION USE AGREEMENT

**Producer's Name:** Example Contact

**Film Company's Name:** Example Productions Inc.

**Film Company's Address:** Example Address      **Phone #:**

**Email Address:** Example

**Film Name:** Example

**UCEDA Property:** Ulster County Alms House

**Street Address:** 300 Flatbush Avenue, Kingston, NY 12401 ("Property")

**Production Office Use Dates:** 9/19/17 – 10/27/17 ("Term")

**Shoot Date(s):** 10/2/17 – 10/5/17

1. The Ulster County Economic Development Alliance, Inc. ("Owner") hereby grants to Example Productions Inc. ("**Producer/Film Company**") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns, permission to enter upon and use the Property for the purpose of creating a production office and photographing and recording certain scenes in connection with a program/film tentatively titled Example (the "**Program**") a description of which is contained in Schedule A, which is attached hereto and is hereby made a part of this Location Use Agreement (the "**Agreement**"), which physical use shall be during the Term. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "**Materials**".
2. For good and valuable consideration in the amount set forth below, the sufficiency of which is hereby acknowledged, payable to Owner as set forth below, Owner hereby grants to Producer:
  - (a) the exclusive use of the Property, together with access to and from said Property for personnel and equipment, for use in connection with the filming and/or recording of scenes in connection with the Program;
  - (b) the right to erect and maintain temporary sets, props, signs, and structures on the Property;
  - (c) the right to photograph said Property, sets, props, signs, and structures; and
  - (d) the right to recreate and photograph the Property, sets, props, signs, and structures at another location, within Producer's sole discretion. Producer shall have the right to photograph, record, and depict the Property, accurately or otherwise, as Producer may choose, using the actual or fictional name and/or trademark and identifying features thereof.
3. If following the expiration of the Term, Producer requires additional use of the Property in connection with the Program, Owner shall permit Producer to re-enter and use the Property on additional dates subject to Owner's approval, such approval not to be unreasonably withheld. Any such additional use shall occur before November 30, 2017. The fee for Producer's use of the Property for such additional period shall be negotiated by the parties in good faith at the time of such use.
4. Producer may place all necessary facilities and equipment on the Property and agrees to remove the same after completion of work and leave the Property in as good of condition as when received, with the exception of normal wear and tear. The Owner shall have no responsibility or liability for any facilities or equipment brought onto the Property under this Agreement

5. Producer will use reasonable care to prevent damage to the Property, and will indemnify and hold harmless the Owner, and all other parties lawfully in possession of the Property, and hold each of them harmless from any and all claims and demands of any person or persons arising out of or based upon (i) the development, production, distribution, or exploitation of the Program, including all elements therein and ancillary rights thereto and (ii) personal injuries, death or property damage suffered by such person or persons resulting in whole or in part from any act of negligence on Producer's part in connection with Producer's use of the Property, except Producer will not indemnify Owner for any such damage or injury caused by the willful misconduct or illegal activity of Owner or Owner's employees or agents, and Producer shall not be responsible for any damage or injury caused by the negligent or misconduct of Owner or Owner's employees or agents.
6. Producer and Owner agree to jointly inspect the Property prior to and following Producer's use, noting in writing all existing damage, if any. Owner/Agent agrees to submit to Producer in writing, within ten (10) days of Producer vacating the Property (and within ten (10) days of completion of any additional use by Producer of the Property, if at all), a detailed list of all claimed property damage for which Producer is responsible. Owner shall permit Producer's representatives to inspect such damage. In the event that any actual and verifiable damage to the Property is caused by Producer's use of the Property, Producer agrees to pay for all necessary repairs.
7. The Producer shall provide the Property Owner with certificates of insurance as outlined in Schedule B, which is attached hereto and is hereby made a part of this Agreement.
8. The Producer shall not display or otherwise, in any manner, associate the Property with content related to (1) tobacco, (2) the illegal sale, use, or possession of drugs and/or alcohol, or (3) pornographic, sexually explicit and/or obscene materials.
9. Owner grants to Producer all rights of every kind in and to the Materials including, without limitation, the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, in and in connection with the Program and any production based thereon including advertising and promotional purposes in connection therewith. All rights, including copyright, in the Materials shall be and remain vested in Producer and neither the Owner, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against Producer or any other party arising out of any use of the Materials, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature, with the exception of pornographic, sexually explicit and/or obscene materials, for which use of the Property is strictly prohibited.
10. Producer agrees to compensate the Owner for use of the Property and the cost of overtime pay to those of Owner's employees necessary to grant entry to the Property, monitor the activities during the time frame required, and secure the Property after the activities are completed, in the amount of **FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS**, which amount must be submitted along with this signed Agreement, prior to the start date and time.
11. Owner acknowledges that Producer is photographing and recording such scenes in express reliance upon the foregoing. Owner represents and warrants that Owner has all rights and authority to enter into this Agreement and to grant the rights granted hereunder. Owner will take no action nor allow or authorize any third party to take any action which might interfere with the full use and enjoyment of the Property by Producer as described herein. Owner is subject to no obligation or disability and there are no outstanding contracts or commitments of any kind which conflict with this Agreement or which might limit, restrict, or impair Producer's use and enjoyment of the Property or the rights granted to Producer hereunder.
12. Prior to the initial general release of the Program Owner shall not make or authorize any photography, advertising, or publicity in connection with the Program without Producer's prior written consent in each instance. Owner acknowledges that Producer is the sole and exclusive owner of all rights in and to all elements dealing with or in any way relating to the development, production, or exploitation of the Program, or any element thereof – including, without limitation, the screenplay and any other underlying literary material and its and their plots, characterizations, scenario and dialogue, any and all performances, lighting, photography, editing, special effects and music, locations, props, artwork, and that all of such elements and the identities of the Program's cast members (including their names and/or likenesses), if applicable, crew members (including their names and/or likenesses), and the business or affairs of the Program and of Producer (collectively, "Confidential Information and Materials") are confidential information, the disclosure of which could cause irreparable injury to Producer.

13. Owner acknowledges and agrees that Owner will not be permitted to take any (still or motion picture) photography of any such creative elements (collectively, "Images") without first receiving the express written approval of Producer in each instance, which approval Producer shall be free to give or deny to give in its sole discretion. Should Owner be privy to and/or handle any Confidential Information and Materials or should any Confidential Information and Materials become known to Owner, Owner shall not at any time prior to the initial general release of the Program, directly or indirectly, disclose, disseminate, duplicate, publish, dispose of, or distribute, or authorize any third party to at any time, directly or indirectly, disclose disseminate, duplicate, publish, dispose of, or distribute any of such Confidential Information and Materials or any Images in any manner whatsoever, whether to a single or multiple recipient(s) (including, without limitation, on or onto the Internet or replacement/successor technologies, including, without limitation, all social media and social networking websites such as Twitter and Facebook, blogs, multimedia messaging (e.g., SMS, MMS, email, etc. and the like), and/or any future technologies or methods in the nature thereof) without first receiving the express written approval of Producer in each instance, which approval Producer shall be free to give or deny to give in its sole discretion. In addition, at Producer's request, Owner agrees to return immediately to Producer any and all Confidential Information and Materials and Images which are in Owner's possession.
14. In the event of a violation of Paragraph 8, Owner shall be entitled to file a claim seeking injunctive relief at any time. Following the Term, Owner shall not otherwise be entitled to restrain or otherwise interfere with the development, production, exhibition, promotion, distribution, advertising, and/or other exploitation of the Program and Owner's remedies shall be limited to an action at law for monetary damages.
15. Producer is not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise. Producer may at any time elect not to use the Property by giving the Owner twenty-four (24) hours written notice of such election, in which case, neither party shall have any obligation hereunder. In the event of any such termination by Producer, Owner shall promptly refund any security (or other) deposit made by Producer, if applicable.
16. This is the entire Agreement. No other authorization is necessary to enable Producer to use the Property for the purpose herein contemplated. This Agreement may only be altered by both parties signing an additional agreement amending its terms. This Agreement shall be governed by and construed in accordance with the internal law of the State of New York applicable to agreements made and wholly performed therein, without giving effect to New York's principles of conflicts of law. Any dispute hereunder shall be heard only in the courts of the county of New York, New York (state or federal) and the parties hereto hereby consent to personal and subject matter jurisdiction in any such court.
17. The persons signing this Agreement by doing so represent respectively that they are fully authorized to sign this Agreement on behalf of Owner/Agent and Producer, as set forth below.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

**AGREED AND ACCEPTED:**

**Ulster County Economic Development Alliance, Inc.**

**Example Productions, Inc.**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE A

- 1) On or before September 24, 2017, Owner shall provide basic cleaning services (including, without limitation, vacuuming the floors) for six rooms and nearby hallways ("Production Office") that Producer/Film Company and Owner have previously agreed upon. For the purposes of this Schedule A, the Production Office shall be included within the meaning of the term Property.
- 2) Producer/Film Company shall have access to the Property twenty-four (24) hours per day during the duration of the Term. Producer/Film Company agrees that if it conducts any activities on the Property between the hours of 8:00 p.m. and 6:00 a.m., it shall take steps to ensure that it does not disrupt the neighbors.
- 3) Owner shall provide Producer/Film Company with three (3) Vendor badges that will allow access to the Property.
- 4) Producer/Film Company intends to employ approximately forty-five (45) crew members plus performers on the Shoot Dates. Producer/Film Company shall have full use of the parking lot and Owner shall provide parking spaces for all crew members and performers (anticipated to be approximately twenty-five (25) parking spaces on the Shoot Dates).
- 5) Owner shall provide basic cleaning services in the bathrooms once per week for the duration of the Term.
- 6) Owner shall provide garbage removal for a reasonable amount of garbage from the Property two (2) times per week during the duration of the Term. Owner shall advise Producer of the amount of garbage that is reasonable for it to remove. If the amount of garbage exceeds reasonable amounts as determined by the Owner, Owner will provide Producer with contact information for carting companies so that Producer can set up alternative garbage removal.
- 7) Producer/Film Company shall have the right to use office furniture currently situated on the Property (including, without limitation, an industrial printer) for the purpose of furnishing the Production Office. Owner makes no representations as to the condition of such office furniture and is under no obligation to ensure its usability.
- 8) Owner agrees to ensure that at least four (4) restrooms on the Property are in working order (including, without limitation, running water) during the duration of the Term.
- 9) Producer/Film Company shall have access to the garage on the rear portion of the Property twenty-four (24) hours per day during the duration of the Term and may store their picture van, trucks, and/or equipment in said garage.
- 10) Producer/Film Company shall be permitted to bring equipment into/on the Property (including, without limitation, a refrigerator, production equipment, props, etc.), which shall be removed by Producer/Film Company prior to the expiration of the Term.
- 11) Producer/Film Company shall have the right to paint and dress the Production Office and perform minor beautification of the landscaping on the Property (including, without limitation, removing ivy).
- 12) Owner agrees to mow the grass on the Property prior to October 2<sup>nd</sup>.
- 13) Owner shall designate a single point person for any maintenance issues that arise during the Term.

**SCHEDULE B**  
**COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS**

**WORKERS' COMPENSATION AND DISABILITY INSURANCE:**

The PRODUCER shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide to the OWNER Certificates of Insurance evidencing this coverage. **If the PRODUCER is not required to carry such insurance, the PRODUCER must submit form CE-200 attesting to the fact that it is not required to do so.**

**WORKERS' COMPENSATION REQUIREMENTS:** To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the PRODUCER) seeking to enter into contracts with municipalities (the OWNER) MUST provide ONE of the following forms to the municipal entity (the OWNER) it is entering into a contract with:

- **IF THE PRODUCER IS REQUIRED TO CARRY COVERAGE AND HAS AN OUTSIDE CARRIER**, submit Form C-105.2, "Certificate of Workers' Compensation Insurance." The PRODUCER'S insurance carrier will send this form to the OWNER at the PRODUCER'S request. **PLEASE NOTE:** The State Insurance Fund provides its own version of this Form (the U-26.3).
- **IF THE PRODUCER IS REQUIRED TO CARRY COVERAGE AND IS SELF INSURED**, submit Form SI-12, "Certificate of Workers' Compensation Self-Insurance". The PRODUCER'S Group Self-Insurance Administrator will send this form to the OWNER at the PRODUCER'S request.
- **IF THE PRODUCER IS NOT REQUIRED TO CARRY COVERAGE**, submit Form CE-200, "Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage". This form and the instructions for completing it are available from the link located on the following page.

**DISABILITY BENEFITS REQUIREMENTS:** To assist the State of New York and municipal entities (the OWNER) in enforcing WCL Section 220(8), business entities (the PRODUCER) seeking to enter into contract with municipalities (the OWNER) MUST provide ONE of the following forms to the municipal entity (the OWNER) entering into a contract with:

- **IF THE PRODUCER IS REQUIRED TO CARRY COVERAGE AND HAS AN OUTSIDE CARRIER**, submit Form DB-120.1, "Certificate of Disability Benefits Insurance". The PRODUCER'S insurance carrier will send this form to the OWNER at the PRODUCER'S request.
- **IF THE PRODUCER IS REQUIRED TO CARRY COVERAGE AND IS SELF INSURED**, submit Form DB-155, "Certificate of Disability Self-insurance". The PRODUCER must call the Workers Comp. Board's Self-Insurance Office at 518-402-0247.
- **IF THE PRODUCER IS NOT REQUIRED TO CARRY COVERAGE**, submit Form CE-200, "Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage". This form and the instructions for completing it are available from the link located on the following page.

**Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation or Disability Benefits insurance coverage.**

Form CE-200 and the instructions for completing the application and obtaining the form are available on the New York State Workers' Compensation Board's website, [www.wcb.state.ny.us](http://www.wcb.state.ny.us), under the heading "Common Forms." Business entities without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. However, business entities using the manual process may wait up to four (4) weeks before receiving a CE-200. **Employees of the Workers' Compensation Board cannot assist business entities in answering question about this form. Please contact an attorney if you have any questions regarding Form**

**CE-200. However, if you have questions regarding workers' compensation coverage requirements, please call the Bureau of Compliance at (866) 546-9322.**

**COMMERCIAL GENERAL LIABILITY INSURANCE:**

The PRODUCER shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the OWNER from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the PRODUCER, by any subcontractor, or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the PRODUCER to maintain such insurance in amounts sufficient to fully protect itself and the OWNER, but in no instance shall amounts be less than those set forth below. The amounts set forth below establish the minimum acceptable levels of coverage.

Bodily Injury Liability Insurance and Property Damage Liability Insurance, each in an amount not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for each occurrence and each in an amount not less than TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS general aggregate.

**OTHER CONDITIONS OF COMMERCIAL GENERAL LIABILITY INSURANCE:**

1. Coverage shall be written on Commercial General Liability form.
2. Coverage shall include:
  - A. Contractual Liability
  - B. Independent Contractors
  - C. Products and Completed Operations
3. Ulster County Economic Development Alliance, Inc., P.O. Box 1800, Kingston, New York, 12402-1800 shall be added to the Commercial General Liability policy as "Additional Insured" and this insurance is primary and non-contributory with any other valid and collectable insurance.

**PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)**

Professional Liability Insurance in the amount of no less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.

[  ] If this box is checked, Professional Liability Insurance is required.

**AUTOMOBILE LIABILITY INSURANCE:**

Automobile bodily injury liability and property damage liability insurance shall be provided by the PRODUCER with a minimum Combined Single Limit (CSL) of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.

**OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:**

1. Coverage Shall Include:
  - A. All owned vehicles
  - B. Hired car and non-ownership liability coverage
  - C. Statutory No-Fault coverage

**ADDITIONAL CONDITIONS OF INSURANCE:**

1. The PRODUCER shall submit copies of any or all required insurance policies as and when requested by the OWNER.

**CERTIFICATE OF INSURANCE:**

The PRODUCER shall file with the OWNER, prior to commencing work under this Agreement, a certificate of insurance.

1. Certificate of insurance shall include:

- A. Name and address of Insured
- B. Issue date of certificate
- C. Insurance company name
- D. Type of coverage in effect
- E. Policy number
- F. Inception and expiration dates of policies included on the certificate
- G. Limits of liability for all policies included on the certificate
- H. "Certificate Holder" shall be the Ulster County Economic Development Alliance, Inc., P.O. Box 1800, Kingston, New York 12402-1800.

2. If the PRODUCER'S insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the OWNER shall be provided with a new certificate indicating the replacement policy information as requested above. The OWNER requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.