



DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

MARK RIDLEY-THOMAS
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

October 29, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**LICENSE AGREEMENT WITH 44 BLUE PRODUCTIONS, LLC,
FOR FILMING TELEVISION PROGRAMMING FEATURING THE
LOS ANGELES COUNTY FIRE DEPARTMENT
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) to authorize the Fire Chief, or his designee to enter into a License Agreement between the District and 44 Blue Productions, LLC, to produce television programming featuring the critical emergency incidents responded to daily by the District's firefighting and emergency medical staff.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Find that the License Agreement is exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Fire Chief, or his designee, to execute a five-year License Agreement, in substantially the same form as Attachment A, with 44 Blue Production Company, LLC., effective when fully executed by both parties.
3. Authorize the Fire Chief, or his designee, to execute future amendments to the License Agreement, as approved as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The production company, 44 Blue Productions, LLC, (Producer) is partnering with Dick Wolf (creator of series such as Law and Order, Chicago Fire, and FBI) to create a documentary series featuring the District. This will educate the general public on both the routine and exceptional emergency calls that our firefighters respond to daily. As with other jurisdictions that have been featured, we anticipate recruitment of females and minorities will increase.

The series will be filmed using handheld, visceral camera work along point of view lipstick cameras potentially mounted inside vehicles, on ladders & other equipment, with the firefighters themselves bring the viewer into the action. Producers will embed several “small footprint” camera crews with the District over the course of 14 to 16 weeks.

The Producer will provide the District copies of each episode’s edited “rough-cut” so authorities can review the show for any safety and security concerns before the show airs. The Producers will be required to ensure all Health Insurance Portability and Accountability Act (HIPAA) requirements are met, and will indemnify against any potential litigation.

The Producer will be required to reimburse the District for a Fire Captain liaison to ensure among other things that there is minimal disruption to its operations. Also, the District reserves the right to halt production at any time in the event any public safety concerns arise.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County’s Strategic Goal No I, Strategy I.2: Enhance Our Delivery of Comprehensive Interventions, I.2.6 Women and Girls’ Initiative, by airing the everyday work life of firefighting, introducing a firefighting career to women and minorities throughout Los Angeles County and Goal No. III, Strategy III.1: Continually Pursue Development of Our Workforce.

FISCAL IMPACT/FINANCING

There is no impact to net County cost. The Producer will reimburse the District all costs associated with any additional staffing necessary while filming.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of this request will authorize the Fire Chief, or his designee, to execute a License Agreement with 44 Blue Productions, LLC to film firefighters on-duty over an estimated 14 to 16-week period, and amend that agreement as necessary, subject to review and approval as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This project is statutorily exempt the California Environmental Quality Act (CEQA).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Filming authorized under the License Agreement will not negatively impact the delivery of fire

The Honorable Board of Supervisors

10/29/2019

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protection and emergency medical services.

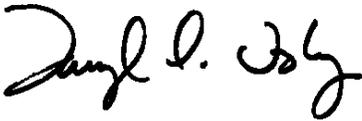
CONCLUSION

Upon conclusion of the public hearing and approval by your Honorable Board, please instruct the Executive Officer to return two adopted stamped copies of this letter to:

Consolidated Fire Protection District of Los Angeles County
Executive Office
Debbie Aguirre, Chief of Staff
1320 N. Eastern Avenue
Los Angeles, CA 90063

The Fire Department's contact can be reached at (323) 881-6180.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daryl L. Osby". The signature is fluid and cursive, with the first name "Daryl" being the most prominent.

DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:da

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between Los Angeles County Fire Department ("LICENSOR"), having its address at _____, and 44 Blue Productions, LLC ("PRODUCER") having an address at 3900 W. Alameda Ave. Burbank, CA 91505.

WHEREAS, LICENSOR is an agency or corporation operating within the County of Los Angeles in the State of California; and

WHEREAS, PRODUCER is a Delaware Limited Liability Company with offices located at 3900 W. Alameda Ave. Burbank, CA 91505, which will film and produce the television Project known as "Untitled Los Angeles County Fire Department Project" (working title) ("Series"); and

WHEREAS, PRODUCER desires to film/tape activities of LICENSOR, and its personnel at their locations, offices (including vehicles) and in other locations. For good and valuable consideration, receipt of which is hereby acknowledged, LICENSOR hereby grants PRODUCER the permission to enter upon and use the property and the contents thereof and the appurtenances thereto, including but not limited to its offices, business, premises, and operations and activities of LICENSOR'S personnel, (the "Property") for the purpose of photographing and recording the Property and LICENSOR's employees and to incorporate such footage, recordings and any other footage that may be given to it by LICENSOR for the Series, television programming, marketing, advertising and/or publicity; and

WHEREAS, LICENSOR has the power and authority to grant to PRODUCER the right, privilege and license described in this License Agreement, including the rights to use its logos, trademarks and Insignia's ("Insignias") as well as the right to grant access to the Property for filming the Series (collectively referred to as "Rights"); and

WHEREAS, LICENSOR shall allow PRODUCER the right to use mutually agreeable pre-existing footage, photos and other materials that may be supplied to PRODUCER by LICENSOR ("Pre-Existing Materials"), in addition to newly recorded footage in the Series, including, without limitation, all physical embodiments of filming, recording and photography ("New Materials") (collectively referred to as "Materials"); and

WHEREAS, the intent of this Agreement is for LICENSOR to provide access to PRODUCER as necessary for PRODUCER to observe, record and document the public safety activities of LICENSOR for dissemination to the public, and neither party to this Agreement intends for PRODUCER to assume any control or responsibility over LICENSOR's public safety duties and responsibilities, or for LICENSOR to assume any control or responsibility over PRODUCER's dissemination of information to the public;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties hereto mutually agree as follows:

1. LICENSE GRANT.

- a. LICENSOR hereby grants to PRODUCER an exclusive license to use, to distribute, to reproduce, and to publicly disseminate the New Materials, in the Series, as well as any derivative work,

and/or in connection with the exploitation of any ancillary rights thereof, including the public distribution and exhibition of the Series in all media now known or hereinafter invented, without limitation, including advertising, publicity, marketing, and promotion, commercial tie-ins and product integration worldwide in perpetuity. However, any merchandise related to the Series, including without limitation, merchandise that uses the County logo and/or the Los Angeles County Fire Department seal/insignia, shall be subject to Licensor's prior written approval.

- b. LICENSOR hereby grants to PRODUCER a non-exclusive license to use, to distribute, to reproduce, and to publicly disseminate the Pre-Existing Materials, in the Series, as well as any derivative work, and/or in connection with the exploitation of any ancillary rights thereof, including the public distribution and exhibition of the Series in all media now known or hereinafter invented, without limitation, including advertising, publicity, marketing, and promotion, worldwide in perpetuity.
- c. PRODUCER may during the Term (as defined below) enter upon, occupy and use LICENSOR'S Property and appurtenances for purposes of filming, taping, photographing and/or recording scenes ("Filming") for use in connection with the Series and related activities, and to place and remove all necessary facilities and equipment in and on LICENSOR'S properties and vehicles.
- d. PRODUCER'S rights shall include the right to have access to all elements of LICENSOR'S business as well as Filming its activities, Offices, Insignias and Locations for purposes connected with the content. Such rights shall also include the public distribution and exhibition of the Series produced and any Materials included therein (based on the rights and limitations indicated above). PRODUCER may photograph, tape, and/or record any signs located on the LICENSOR'S Property and Insignias in connection with or as a part of the Series and include same as part of any Series unless otherwise agreed. PRODUCER shall be responsible for such costs directly associated with the use of the Property including benefits and overtime rates of pay. For Series only, Licensor will designate an employee to accompany PRODUCER and serve as an advisor regarding fire safety/ security and scheduling at all times while in production. PRODUCER shall reimburse LICENSOR, or its designee, the agreed upon hourly sum of \$204.41 per hour. This hourly rate is subject to change annually based upon the Los Angeles County Auditor-Controller's approved rates. Such designee shall be at a minimum a Captain level person to be designated by LICENSOR in writing (email shall be deemed sufficient). LICENSOR and PRODUCER will work collaboratively to ensure that the LICENSOR is fully reimbursed its costs. To the extent possible, PRODUCER will be notified by Licensor of the approximate staff requirements and related costs prior to such costs being incurred.
- e. PRODUCER shall be sole owner of all right, title and interest in and to the Series and/or Recordings made hereunder. LICENSOR shall acquire no ownership rights to the Series by virtue of this Agreement or otherwise, and acknowledges that PRODUCER owns all right thereto without limitation including the copyright thereto. LICENSOR shall not, during the term of this Agreement or thereafter, directly or indirectly, contest or aid others in contesting PRODUCER's ownership of the Series and/or New Materials, nor do anything which impairs PRODUCER's ownership of same or their uses by PRODUCER. LICENSOR further acknowledges that PRODUCER shall have discretion to determine the content of the Series.
- f. Notwithstanding PRODUCER'S rights to enter LICENSOR'S property for the purposes set forth in this agreement, LICENSOR may cancel, terminate, or otherwise deny PRODUCER'S right to enter or remain on LICENSOR'S property if LICENSOR determines, in its sole discretion, that

such action is necessary to further the safety of PRODUCER and/or public safety needs.

Licensor may further restrict, revoke or otherwise limit access under circumstances that may adversely impact or jeopardize:

- a. The integrity of a crime scene
- b. The preservation of evidence
- c. The safety of witnesses
- d. The anonymity of confidential information sources
- e. The disclosure of confidential information considered critical to the successful identification, apprehension, or criminal prosecution of a suspect; and
- f. Constitutional protections afforded to individuals suspected of or arrested for a crime.

g. PRODUCTION SCHEDULE.

It is anticipated PRODUCER may create a casting tape, presentation/pilot and/or episodic series production in connection with the Series, subject to production schedule(s), the dates on which PRODUCER has access to the Property and LICENSOR's employees to be mutually agreed upon in writing by the parties.

If, because of illness or unavailability, weather conditions, defective equipment, or any occurrence beyond PRODUCER's control, including without limitation an event of force majeure, PRODUCER is unable to proceed with the filming of the Project at any time during the mutually agreed production schedule(s), PRODUCER shall have the limited right to extend the production schedule(s) equal to the amount of time production was delayed. Further, LICENSOR agrees to use all reasonable efforts to permit the network and/or PRODUCER to return to the Property thereafter at mutually acceptable times, if and as required for re-takes, added scenes, still photography or other activity required in connection with the production, promotion or other allowable exploitation of the Series.

h. NO OBLIGATION

PRODUCER may at any time elect not to use the Property by giving LICENSOR written notice of such election, in which case, neither party shall have any obligation hereunder. If PRODUCER elects to utilize the participation of LICENSOR and LICENSOR's employees in connection with the Series, then LICENSOR's employees may appear in the Series. LICENSOR acknowledges that PRODUCER is not obligated to actually use the Property or produce the Series or include the Materials in the Series for which they were filmed.

i. EDITORIAL CONTROL

PRODUCER maintains editorial control over the Series, including discretion to determine the content of the Series, the use of all Materials, and other production materials generated by PRODUCER in the course of the Series, including any outtakes. PRODUCER shall provide LICENSOR with a password protected, expiring link of footage ("Footage") included in episodes that PRODUCER intends to use for broadcast in the Series (i.e. at the rough-cut stage) for LICENSOR review and comment. If LICENSOR in good faith identifies Footage within the Series that involves an issue of operational, or employee safety and/or security, or that would portray LICENSOR and/or LICENSOR's employees in a manner that is

intentionally defamatory LICENSOR, may request modification to the identified content. LICENSOR shall give PRODUCER its written comments within a reasonable period of time but not later than four (4) business days after the date of receipt of the rough cut. PRODUCER will review such requests and, in good faith, consider modifying identified content prior to public exhibition of the Production. PRODUCER will consider in good faith all other LICENSOR comments pertaining to the Footage. In the event LICENSOR reviews footage and objects to any particular coverage relating to the operational or employee safety and/or security, or that would portray LICENSOR and/or LICENSOR's employees in a manner that is intentionally defamatory, PRODUCER will discuss with LICENSOR and use good faith efforts to resolve any such objection consistent with the production and broadcast schedule. LICENSOR's right to review Footage, as more fully set forth in the immediately preceding paragraph, shall continue to be effective beyond the expiration date or termination date of this Agreement with regard to any Footage not previously reviewed by LICENSOR during the term of this Agreement, but which is proposed by PRODUCER to be included in any future Production of the Series including, but not limited to, any "best of" or "outtakes" Production features.

Notwithstanding anything to the contrary herein, PRODUCER further hereby acknowledges that the Series shall not contain any confidential, non-public investigatory, procedural and/or operational information concerning LICENSOR (or its Departments or Employees).

j. CONFIDENTIALITY.

LICENSOR agrees not to disclose (or authorize anyone else to disclose) to any third party any information to which it has had or will have access to concerning the Series without PRODUCER's written permission (except to the extent any such information has intentionally been disclosed to the general public by PRODUCER/network), including without limitation: the title of the Series, the names of individuals associated with the Series, and any storylines or outcomes of the Series or events captured or recorded by PRODUCER in connection with the Series; except LICENSOR may reveal the foregoing as required to fulfill its obligations hereunder, or as required by law. LICENSOR will not at any time issue, authorize or participate in any press release, news story, social media or other publicity or information of any kind relating to the Series, PRODUCER, network or any of its related or affiliated entities or disclose any confidential information, including without limitation the terms of this Agreement, without PRODUCER'S express prior written consent in each case. For the avoidance of doubt, LICENSOR understands that LICENSOR's confidentiality obligations and publicity restrictions hereunder shall apply to any and all media whatsoever. Further, LICENSOR shall not at any time use the names, logos, trade names or trademarks of PRODUCER, the network, or their related companies for any purpose without PRODUCER's and/or the network's express prior written consent. For the avoidance of doubt, LICENSOR's confidentiality obligations and publicity restrictions with respect to the Series shall not prevent it from providing information to the public regarding its public safety activities consistent with applicable laws. PRODUCER acknowledges that as a public entity, LICENSOR is required to comply with the California Public Records Act. This provision shall survive the termination of this agreement.

6. REPRESENTATIONS AND WARRANTIES.

LICENSOR represents that it has been granted delegated authority to enter into this Agreement and to grant the rights granted to PRODUCER hereunder (including the rights of access and the rights to any Pre-Existing Materials) and that the consent of no other person or entity is required. Any

associated trademarks, service marks, products, related names, logos and trade names that are located or visible on the Property and not fully owned by LICENSOR, must be cleared by PRODUCER for its use, so as to ensure that PRODUCER's use of the Materials will not infringe any third party's rights in such marks.

7. INDEMNIFICATION.

Except as provided in LICENSOR's indemnity below, PRODUCER shall indemnify LICENSOR, its directors, officers, and employees from any and all loss, costs, damage, liability and expenses, with respect to: (i) any uncured, material breach by PRODUCER of this agreement; (ii) any death, injury or property damage or loss suffered by any of PRODUCER's employees and agents arising out of PRODUCER's negligent, reckless, or intentional actions; and (iii) any damage or loss to LICENSOR's Property directly arising out of PRODUCER's negligent, reckless, or intentional actions (reasonable wear and tear excepted).

LICENSOR shall indemnify PRODUCER and its officers and employees from any and all loss, costs, damage, liability and expenses, with respect to (i) any death, injury or property damage or loss suffered or caused by any of LICENSOR's employees and agents arising solely out of LICENSOR'S negligent, reckless, or intentional actions; (ii) any death, injury or property damage or loss suffered or caused by any of LICENSOR's employees and agents arising solely out of LICENSOR'S actions; (iii) any and all loss, costs, damage, liability and expenses arising out of any uncured, material breach by LICENSOR of this agreement.

PRODUCER and LICENSOR shall each maintain their own insurance policies including but not limited to commercial general liability, professional liability, errors & omissions, workers compensation coverage for their respective employees and any other insurance as required by their respective professions/ industries.

PRODUCER shall place in force prior to production of any program policies of commercial liability insurance which shall contain coverage limits not less than those stated below:

- a. Commercial General Liability Insurance with a combined single limit of liability of not less than:

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal Injury Each Person Limit	\$1,000,000
Advertising Injury Each Person Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

- b. Professional Liability Insurance with minimum limits of \$1,000,000 per each claim and \$3,000,000 aggregate.
- c. Commercial Automobile Insurance with a combined single limit of not less than \$1,000,000 each person and \$1,000,000 each occurrence.
- d. Commercial Umbrella Insurance providing excess liability over primary coverage of Employer's Liability, Commercial General Liability, Professional Liability and Commercial Automobile Liability in limits of not less than \$1,000,000 Each Occurrence and \$1,000,000 Aggregate.

Each insurance policy shall include the following conditions by endorsement to the policy:

- a. Forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to LICENSOR by certified mail to: NAME/ADDRESS or to such other address as LICENSOR may designate in writing.
- b. LICENSOR shall be endorsed on all required policies, exclusive of professional liability insurance, as an additional named insured.
- c. Companies issuing insurance policy or policies shall have no recourse against LICENSOR for the payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of PRODUCER.

Further, PRODUCER shall maintain workers compensation insurance coverage on its employees as required by California law. If the PRODUCER utilizes any LICENSOR Employee in connection with any aspect of the Production while the LICENSOR Employee is off-duty, PRODUCER shall provide workers' compensation coverage for such off-duty work performed for the PRODUCER.

8. RESERVATION OF RIGHTS.

All rights not expressly granted herein are reserved by LICENSOR.

9. CREDITS.

Each episode of the Series in which LICENSOR's employees appear shall include (1) screen credit acknowledging cooperation from the LICENSOR, the form and appearance of which shall be pre-agreed upon by parties in good faith and subject to the approval of the Network.

10. TERM OF THE AGREEMENT.

This Agreement shall commence upon the date of execution hereof and shall remain in effect for five (5) years from mutual execution of this Agreement ("Term"). Parties shall have one (1) option to extend the Term for an additional period of five (5) years subject to mutual written agreement. LICENSOR grants PRODUCER the right to return to the premises at mutually agreed times to record any interviews, added scenes, still photography or other activity required in

connection with the production, promotion, marketing or other exploitation of the Series.

11. TERMINATION.

The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:

- a. Right of Termination. Either party shall have the right to terminate this Agreement with cause provided that either party does not cure any breach of this Agreement (as set forth below) by giving forty-five(45) days prior written notice to either party due to either party's uncured, material breach of this Agreement.
- b. Right to Cure. Either Party shall have a forty-five (45) day period to cure any breach of this Agreement from receipt of written notice thereof.

12. EFFECTS OF TERMINATION.

Upon any termination or expiration of this Agreement, any and all rights PRODUCER has under this Agreement to any existing Materials and footage shall remain with PRODUCER, and will not be affected by any termination. For avoidance of doubt, this provision means that PRODUCER retains all copyrights, licenses, permissions, and other rights, including the right to use, distribute, and exploit the Materials and/or the Series, as set forth herein and shall continue in full force and effect as though this agreement was not terminated.

13. OTHER.

LICENSOR understands and agrees that a television, digital, SVOD, cable, premium cable or other network and any other distributor or licensor of the Program (also "cable network" or "network" herein) shall be a third party beneficiary to this Agreement, and acknowledges that any rights under this Agreement are applicable to said network and/or intended to benefit the network.

LICENSOR hereby waives any right to seek injunctive or other equitable relief and agrees that any rights and remedies will be limited to the right to recover monetary damages from PRODUCER or the network in an action at law.

14. NOTICES.

All notices and statements to be given shall be given or made at the respective addresses of the parties as follows, unless notification of a change of address is given in writing, and the date of mailing shall be deemed the date the notice or statement is given:

LICENSOR:

INSERT ADDRESS

PRODUCER:

44 Blue Productions, LLC.

3900 W. Alameda Ave.
7th floor
Burbank, CA 91505
P: 818-760-4442

15. NO JOINT VENTURE.

Nothing herein contained shall be construed to place the parties in the relationship of partners or joint ventures. PRODUCER shall have no power to obligate or bind LICENSOR in any manner whatsoever, and LICENSOR shall have no power to obligate or bind PRODUCER in any manner whatsoever. Without in any way limiting the foregoing, the parties acknowledge and agree that, although this Agreement permits access for the purpose of production of the Series, the parties shall not act jointly in terms of the production of the Series and/or the purposes of LICENSOR's public safety activities. To that end, the parties shall act independently of each other, neither party has the right, power or authority to direct or control the action of the other, and each party shall be solely responsible for its actions. Specifically, each party is solely responsible for its compliance with state, federal and/or local laws. For the avoidance of doubt, the parties agree that PRODUCER will not direct or instruct LICENSOR in its actions.

16. NO WAIVER.

None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed to be a continuing waiver or a modification thereof.

17. ASSIGNMENT AND DELEGATION.

LICENSOR may not assign, or transfer any of its rights nor delegate any of its obligations under this Agreement. PRODUCER may assign its rights or delegate its obligations hereunder with respect to exploitation of all footage shot and finished episodes to a network or other assignee which assumes the terms hereof, and any such assignment shall survive termination hereof.

18. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California in all respects, including jurisdiction and venue, and enforced in the courts of the State of California.

19. RELEASES

In addition to the authorizations and consents required under HIPAA, PRODUCER shall be responsible for obtaining all necessary consents including the written consent of LICENSOR employees featured in the Series, and LICENSOR expressly authorizes PRODUCER to obtain releases from its employees at PRODUCER's discretion. PRODUCER understands and agrees that the authorization given by LICENSOR in this Paragraph shall not be interpreted as a requirement that any LICENSOR employee give their consent.

PRODUCER acknowledges and agrees that in order to protect the integrity of the

Attachment A

LICENSOR's work, maintain the safety of LICENSOR's employees and the public (inclusive of PRODUCER's personnel), PRODUCER shall comply with all instructions and restrictions as directed by LICENSOR for the purpose of the foregoing, in the sole discretion of LICENSOR, at any and all filming locations. Any filming, work or other activity of PRODUCER and/or PRODUCER's personnel shall not interfere in any manner with the execution and performance of LICENSOR's employees' duties. The determination as to whether such filming, work or activity constitutes interference shall be up to LICENSOR, in LICENSOR's reasonable discretion.

PRODUCER acknowledges and agrees that it may not, during the course of filming put LICENSOR to any expense; any filming, work or other activity in connection herewith shall be done at no cost to LICENSOR.

Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that any and all rights granted by LICENSOR to PRODUCER in this Agreement shall be used only in direct connection with the Production. For avoidance of doubt, no Footage or other items obtained by PRODUCER as a result of the rights granted herein shall be used in any manner or for any purpose not directly connected with the Production or promotion and presentation of same without the express, written consent of LICENSOR in each instance, said consent to be within LICENSOR's sole but reasonable discretion.

20. INTEGRATION.

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties. Neither party has relied on any representations, written or oral, other than what is contained in this agreement.

21. SEVERABILITY.

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from the Agreement.

22. COMPLIANCE WITH LAWS:

LICENSOR and PRODUCER shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are applicable to any work performed under this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be duly executed below as of the day and year first above written.

LICENSOR:

By: _____

Name: _____

Title: _____

Date: _____

PRODUCER:

44 Blue Productions, LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____