

**SANTA FE COUNTY**

Agreement for

(Check one)

Commercial use of SFC premises and/or real property

Santa Fe County employees

Other (Describe)

This Agreement is made this 27 day of April, 2016 between Santa Fe County, Santa Fe, NM, 102 Grant Avenue, Santa Fe, New Mexico 87504-0276, a political subdivision of the State of New Mexico (hereinafter "County"), **An Ideal Home Productions, LLC**, a California Limited Liability Corporation, whose address is 4740 Denny Ave., North Hollywood, California 91602 (the "Producer"), which is producing a production titled "An Ideal Home." (the "Production").

**RECITALS**

**Whereas**, the County owns certain real property and facilities which from time to time is available for use for commercial purposes upon rates and fees established by the County; and

**Whereas**, the County is willing to provide facilities and personnel upon the terms and conditions stated in this Agreement; and

**Whereas**, the Producer is willing to pay rates and fees as stated herein to the County for access and use of County property and facilities for a commercial film and related purposes being made by the Producer.

**Now, therefore, it is agreed between the parties:**

**Section One**  
The Premises and the Event

- A. Event and Location: Prep, Filming, and Strike/Takedown for the Production shall take place at the former Santa Fe County Judicial Complex at 100 Catron Street, Santa Fe, New Mexico for a period of four (4) days from May 10 to 13, 2016. All work is scheduled to occur during the hours stated herein (the "Event").

- B. **The Premises:** The Premises that are the subject of this Agreement is the former County Judicial Complex, 100 Catron Street, Santa Fe, New Mexico. In addition to the specific locations described below, Producer shall have the nonexclusive right to use the parking area located south of the Premises on May 12 and 13, 2016. Producer will provide alternate parking for Santa Fe County employees at the Santa Fe County Community Convention Center across the street. Producer's use of the parking area shall be subject to such reasonable limitations as the County in its discretion will establish and inform the Producer.
- C. **Event Locations and Time:** The Event is scheduled for preparation, filming and strike in the following locations within the Premises:

Date(s)	Location(s)	Approx. Time
May 10 and 11, 2016	Prep - round courtroom on ground floor near north entrance; main hallway on ground floor; former Family Court Services area on 2 <sup>nd</sup> floor; conference room above storage area on 2 <sup>nd</sup> floor on east side of the building.	7 a.m. to 7 p.m. for prep
May 12 and 13, 2016	Filming and striking for areas described above.	7 a.m. to 7 p.m. for filming and striking

Producer agrees that all work on the Premises carried out in connection with the Production, from beginning of prep through strike, shall take place only in the location(s) and on the date(s) and time(s) set forth above. The diagram attached hereto as "Attachment A" indicates the locations within the Premises that Producer is permitted to access and use for purposes of this Agreement.

- D. The Producer shall use the Premises exclusively for commercial film production purposes on the dates and within the times set forth in the immediately preceding Paragraph C. Without limiting the generality of the foregoing, no part of the Premises shall be used, assigned, or sublet for use as a residential dwelling or overnight use.
- E. **Producer's modifications or alterations:** Producer must receive prior permission from the County to modify or alter the Premises or personal property on and within the Premises.
- F. **Producer covenants and agrees** that any County approved construction, modifications or alterations shall be made in a skillful manner and in compliance with all applicable

federal, state, and County Ordinances and regulations. No later than the last date listed above for strike activities, Producer must remove any modifications or alterations installed, erected or made by it and repair any injury or damage caused to the Premises by such removal and restore the Premises substantially to the condition as the same was at the commencement of this Agreement. Any work that is legally required to be performed by licensed contractors shall be performed by licensed contractors.

- G. It is understood that the Event is contingent on weather and other factors that may affect production activities but that the access and use provided herein are at the rates stated herein for each day on which production activities associated with the Event take place. If weather conditions or production exigencies make the Event impossible, the Event may by written agreement of the parties be postponed to other mutually acceptable date(s) and time(s). Such permission may be continued until completion of all scenes and work required. At any time within six (6) months from the completion of the Event, Producer may on not less than five (5) days prior written notice to the County, re-enter and use the Premises for such periods as may be reasonably necessary to photograph re-takes, shoot added scenes, etc., desired by Producer upon the same terms and conditions contained in this Agreement; provided, however, that the County may deny such reentry on the dates and times requested if such reentry would interfere with the County's use of the premises or if Producer is in breach of this Agreement. Use of the Premises for more than one day shall require payment of an additional fee, calculated based upon the number of additional days needed, type of production activity on the additional days, and the fees set forth in Section Three, Paragraph A.

## Section Two

### Terms and Conditions for Access and Use of Premises

By this Agreement, the County grants to Producer, its authorized agents, employees, contractors and other persons connected with the Production and Event, the right to access and use the Premises on the following terms and conditions.

- A. The Producer may enter and remain upon the Premises with personnel, equipment and sets for the sole and express purpose of recording and photographing scenes live or on tape, film or by any other process beginning May 10, 2016, and ending no later than May 13, 2016, as may be subject to amendment by mutual agreement of the County and Producer.
- B. Without limiting the generality of the immediately preceding Paragraph A, Producer may photograph and record the interior and exterior of the Premises, including, but not limited to, signs, furniture, and pictures contained in or on the Premises; provided, however, that:

- 1.) Producer may not film or include in the Production any County logos, the name "Santa Fe County", or other Santa Fe County marks, except in credits indicating locations at which the Production was filmed;
  - 2.) Producer may not film, or include in the Production records or document stored or housed at or in the Premises, or visitors or County employees on or at the Premises; and
  - 3.) The Producer may not film or include in the Production any County employee without the employee's prior express written permission and the employee requesting, and being granted, annual or other appropriate leave to act in the Production.
- C. The Producer is permitted to move or modify or replace furnishings in the Premises only as provided in Section One (F) above for the purpose of photographing and recording scenes pursuant to this Agreement; provided however, that Producer shall return and replace all such furnishings by the last date for strike activities.
- D. Upon completion of the Event, Producer must, at its own expense, remove all of Producer's sets, structures, and other materials and equipment from the Premises within the time set forth in Section One (C) above.
- E. That Producer accepts the Premises "as is" in its present state and condition without any representation or warranty by the County as to the condition of the Premises. Producer shall not cause any permanent damage to the Premises and upon completion of the Event, Producer shall repair any damage and return the Premises to the condition existing prior to Producer's use, reasonable wear and tear excepted, and to pay for any damage or injury that may occur through Producer's use of the Premises.
- F. Producer shall complete work on the Event during the hours and within the areas identified in Section One (C) above with minimal disruption to or interference with the day to day business activities of the County and its employees.

### **Section Three**

#### **Obligations of the Producer; Rates and Insurance**

- A. **Filming Rates and Fees** (prep., filming and strike). The rates for filming a production on property or in facilities owed by Santa Fe County are:

\$ 500.00 per day for set up and preparation for filming  
\$ 1,000.00 per day for filming  
\$ 500.00 per day for take down (strike), including the removal of production equipment and restoration of the Premises to their prior condition

If more than one type of activity (e.g., prep and filming) takes place on the same day, a single fee shall be charged for the day based upon the highest rate for the activities taking place on the same day (e.g., filming).

If the County determines that County employees are required to be present for or perform work in conjunction with the Event (e.g., opening the Premises, ensuring that the Producer does not violate the location limit on shooting activities, etc.), the Producer shall reimburse the County for the employee's hourly rate and employee benefits and all applicable tax, or, if the work necessitates that the employee be paid overtime, at one and a half times the employee's hourly rate and employee benefits. This fee will be invoiced to Producer at the conclusion of the Event; provided, however, that the County may require the Producer to pay the estimated fee (and tax) in advance to County employees doing any work in connection with the Production.

Prior to the Event described in Section One above, the Producer shall pay to Santa Fe County **Three Thousand Dollars and No Cents (\$3,000.00)**.

2 Prep Days @ \$500/day =	\$ 1,000.00
2 Film/Strike Days @ \$1,000/day =	<u>\$ 2,000.00</u>
Total:	<b>\$ 3,000.00</b>

If full payment of the total fee is not made in advance of the beginning of the scheduled Event, the County will consider this Agreement to be void and of no further force or effect. The County may, but shall not be required to, give Producer advance notice of its failure to pay the total fee in advance and give it an opportunity to cure that default.

**B. Insurance.** For the term of this Agreement and any other period of use of the Premises, Producer shall, at Producer's sole cost and expense, procure and continually maintain insurance from companies authorized to write and provide insurance in the State of New Mexico as provided in this paragraph. The Producer shall procure and maintain for the term of this Agreement and any day on which the Premises is used for Production purposes a commercial general liability insurance policy with liability limits in amounts not less than the limits established in the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978, as amended, or a policy not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed by the Producer under this Agreement and contractual liability coverage. The County of Santa Fe shall be named as an additional insured on the policy.

(1) Damage or injury during use. If the County claims the Producer is responsible for any damage or injury, or both, to persons or property, the County shall notify Producer in

writing within fifteen (15) business days after the County discovers the damage or injury. The notice shall describe the damage or injury for which the County claims the Producer is responsible. The County shall cooperate with the Producer or Producer's insurance company to investigate the claim and permit Producer's insurance company representative to inspect the Premises which the County claims to be damaged or injured.

C. If the Producer fails to deliver to the County for its approval, a certificate of insurance showing the coverage required by the immediately preceding Paragraph B at least three (3) business days before the beginning of the Event, the County will consider this Agreement to be void and of no further force or effect. The County may, but shall not be required to, give Producer advance notice of its failure to timely provide the required certificate of insurance and give it an opportunity to cure that default.

D. Producer's Liability for Contractor's and Casting Extras. With regard to Production activities on the Premises, Producer shall be liable and solely responsible for claims and damages arising from the acts or omissions of Producer's employees, personnel, and agents, Producer's casting extras, as well as all other persons or contractors invited to the Premises by the Producer for any reason.

E. Indemnification. Producer agrees to hold harmless and indemnify the County for any and all suits or claims for loss or liabilities for personal injury or damage to the Premises or other property arising from Producer's use of the Premises under this Agreement. This indemnification obligation applies to any and all claims, regardless of the theory of recovery or relief sought. Producer shall promptly pay and satisfy any and all judgments rendered against the County or sums paid out by the County in payment of any claims asserted against the County resulting from Producer's use of the Premises as well as the County's attorneys' fees and other costs incurred in investigating and defending against such claims.

F. New Mexico Tort Claims Act. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, § 41-4-1 et seq. NMSA 1978, as amended.

#### **Section Four Miscellaneous**

A. Term of Agreement: The use provided by County under this Agreement is event specific. This Agreement shall not extend beyond the Event specified in Section One above, and is limited to the location(s), date(s) and time(s) specified. It shall be a breach of this Agreement for the Producer to utilize other locations at the Premises or use the Premises on other dates and times without the County's prior written approval.

**B. Producer's Ownership:** The County acknowledges that Producer owns all rights in and to all such recordings and photographs produced or authored by Producer. Without limiting the generality of the preceding sentence, Producer may use such recordings and photographs in any program and in connection with advertising, publicity, marketing and exploitation thereof.

**C.** This Agreement does not create any rights in any persons or entities not a party hereto. Producer shall not assign this Agreement without the prior written approval of the County.

**D.** County agrees that County has not paid any money or other valuable consideration to Producer for the inclusion of the Premises in the Production, nor has the County paid any money to anyone or accepted any money from anyone for the inclusion of any plug, reference, or product identification on the Premises.

**E.** If any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

**F.** This Agreement shall be governed by, construed and enforced in accordance with the substantive law of the State of New Mexico, without regard to its choice of law rules. The sole and exclusive venue for any dispute arising under or related to this Agreement shall be the First Judicial District Court, Santa Fe County, Santa Fe, New Mexico. Producer shall abide by all laws, regulations, or County Ordinances pertaining to the use of Santa Fe County facilities, including prohibited activities.

**G.** The County warrants and represents that (a) the County has the sole right and authority to grant to Producer all of the rights set forth herein and to enter into and sign this Agreement; (b) it is not necessary for Producer to obtain the consent of any other person or entity in order to exercise the rights granted to Producer herein.

**H.** Producer hereby represents and warrants that it is a corporation duly organized and in good standing under the laws of the State of California and that the designated contact or representative for purposes of this Agreement is Jason Bonnell (505) 231-9111.

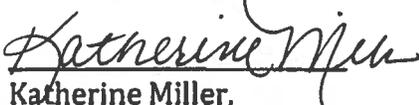
**I.** The Producer warrants that this Agreement has been duly authorized and the person executing this Agreement is authorized to do so, and once executed this Agreement shall constitute a binding obligation of the Producer.

**J. Survival.** The provisions of following paragraphs shall survive the expiration or termination of this Agreement: Indemnification; New Mexico Tort Claims Act, and Producer's Liability for Contractor's and Casting Extras.

K. Producer acknowledges and agrees that: (i) the Premises is a secure facility where government equipment, records and documents are stored; (ii) Producer will confine its activities strictly to those areas described in Section One C. above; (iii) Producer must abide by all security and other directives of County staff at the facility and on the Premises.

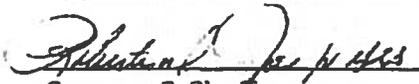
The parties have executed this Agreement the day and year first written above.

**Santa Fe County**

  
Katherine Miller,  
Santa Fe County Manager

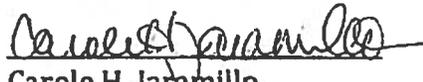
Date: 5.3.16

Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney

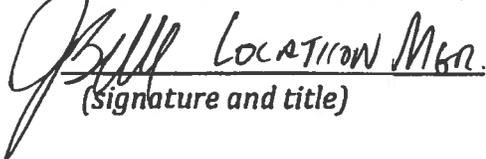
Date: 4/20/16

Finance Department

  
Carole H. Jaramillo  
Finance Director

Date: 4/26/16

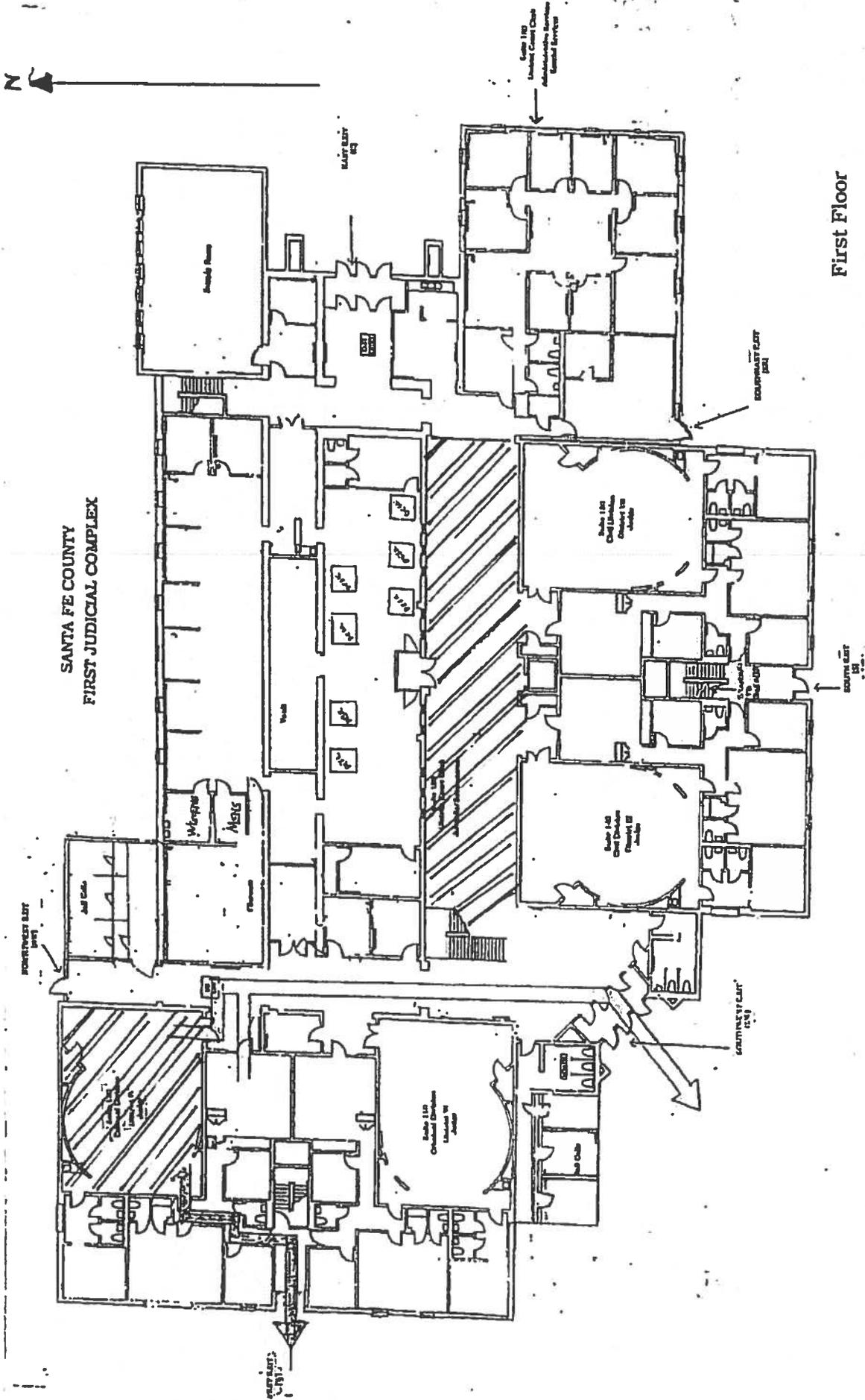
**An Ideal Home Productions, LLC**

  
(Signature and title)

Date: 4.27.16

ATTACHMENT A

SANTA FE COUNTY  
FIRST JUDICIAL COMPLEX

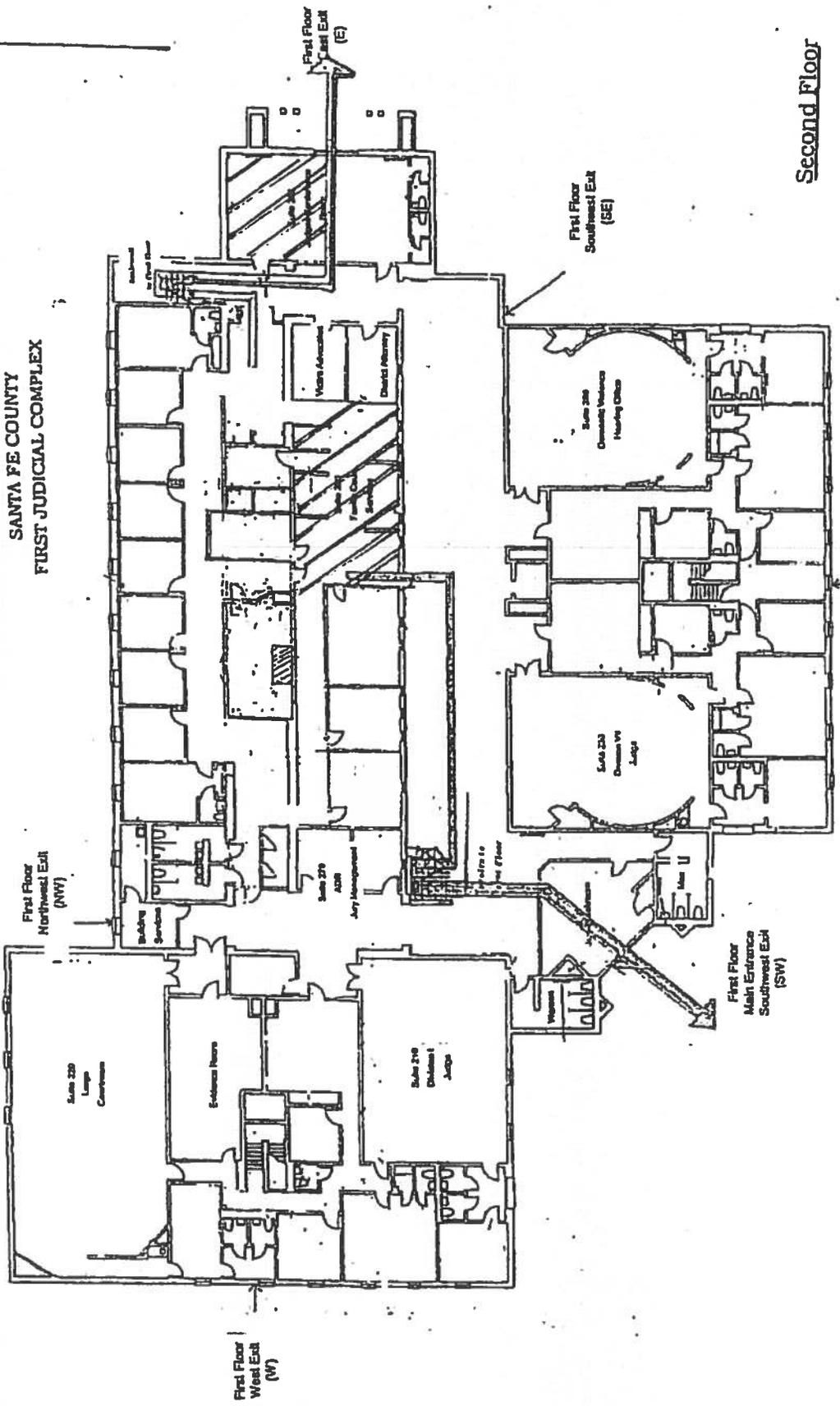


First Floor

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SANTA FE COUNTY  
FIRST JUDICIAL COMPLEX



Second Floor

First Floor  
Northwest Exit  
(NW)

First Floor  
West Exit  
(W)

First Floor  
East Exit  
(E)

First Floor  
Southwest Exit  
(SE)

First Floor  
South Exit

First Floor  
Main Entrance  
Southwest Exit  
(SW)

