

e) Producer will cooperate with the Department in the event that the Department wishes to conduct a reasonable background check of Producer and any of its personnel who will be accessing the Property.

3. **Term.** The term of Producer's access and Recording Rights shall commence on the date hereof and continue until _____ or as otherwise mutually agreed between the parties (the "**Term**"). If, because of the illness or unavailability of any Producer personnel, weather conditions, defective film or equipment, an event of force majeure, or any other occurrence beyond Producer's control, Producer is unable to proceed with the pre-production, production or post-production of the episode(s) of the Series in which the Department is participating at any time during the Term and requires additional use of the Property, Producer may, subject to the Department's reasonable discretion, extend the Term equal to the amount of time production was delayed and the Department shall permit Producer to re-enter upon and again use the Property for such purpose. The Department expressly acknowledges, understands and agrees that ownership and all rights granted herein in the Material (as defined below) shall survive the expiration or termination of the Agreement.

4. **Ownership.** With the specific exception of the audio, video, and audio-video recordings from dashcam footage from any of the Department's squad cars or any other of the Department's surveillance equipment (collectively, the "**Department's Recordings**"), which Department's Recordings will remain the property of the Department, subject to Paragraph 5 below, the Department expressly acknowledges, understands and agrees that Producer is and shall remain the sole and exclusive owner of all film, videotape, photographs and other audio, video and/or audio-video recordings or representations of the Property, Department's Personnel, third parties, or other material created by or on behalf of or at the direction of Producer for the Series and any elements thereof or ancillary thereto (collectively, the "**Material**"), including, all rights, titles and interests of every kind or nature, whether now known or hereafter devised in and to the Material in all languages throughout the universe in perpetuity, with the irrevocable right to make all Series related uses and reuses thereof and the right to control the reproduction, exhibition and exploitation of the Material in connection therewith, throughout the universe in perpetuity, in all languages, in any and all media, whether now known or hereafter devised in the sole discretion of Producer, and the right to make all changes and alterations in the Material. Notwithstanding anything herein to the contrary, Producer's use and exploitation of the Material shall be solely in and in connection with the Series and subject, in all respects, to the restrictions set forth in this Agreement. The Department agrees that the rights granted hereunder shall include the perpetual, irrevocable right of Producer to edit, telecast, cablecast, rerun, record, publish, recreate, dramatize, reproduce, use, license, print, distribute or otherwise exploit, in any manner and in any medium or forum, whether now known or hereafter devised, the Material in whole or in part, in the Series, without any further obligation to the Department (financial or otherwise). The Department further hereby expressly acknowledges, understands and agrees that Department has no claim to, right or property interest whatsoever in the Material.

5. **License.** Without limiting anything to the contrary contained herein, the Department's hereby grants to Producer and its successors, licensees and assigns, the non-exclusive, right to film, videotape, photograph, reproduce, record and otherwise use the Property's and the Department's names, copyrights, trademarks, service marks, logos, and/or other materials to which Producer is afforded access, in whole or in part, in accordance with the terms of this Agreement and in connection with the production, distribution, exhibition, exploitation, promotion and advertising of the Series and any elements thereof or ancillary thereto and the exhibitors and sponsors thereof in perpetuity throughout the universe, in any and all media now known or hereafter devised. Nothing herein shall impose an obligation on Producer and/or Network to develop, produce, exhibit, distribute and/or otherwise exploit the Material, the Series, or any part thereof.

6. **Right of Review.** Producer has discretion to determine the editorial content of the Series and each episode thereof; provided, however, that the Department's designated representative (the "**Designated Representative**") shall have the right to review the scenes from the rough cut of all episode(s) of the Series in which the Department's Personnel appear solely to (a) ensure that such episode(s) do not contain Material that may compromise any pending investigations; (b) ensure the safety and security of any Department's Personnel; and (c) ensure the protection of nonpublic information (the "**Department's Review Rights**"). Notwithstanding the foregoing, due to tight production schedules and other production exigencies, the Department agrees to review all materials sent to the Designated Representative and advise Producer within seventy-two (72) hours (the "**Review Period**") of receipt of any portion it believes should not be included in the final program due solely to any of the Department's Review Restrictions. If Producer does not receive comments from the Designated Representative within the Review Period, the Material in such episode will be deemed approved. The Designated Representative will not exercise the review rights above in a manner intended to frustrate or intentionally interfere with production of the Series and will use reasonable efforts to approve a reasonable amount of material to enable the Series to be produced (pursuant to the terms herein). Producer shall not include in any episode of the Series any Material identified by the Designated Representative as unapproved in the Department's review.

7. **Release.** To the maximum extent permitted under applicable law, the Department agrees never to, itself or by assisting any third party, assert or maintain against the Released Parties (as defined below), and hereby releases the Released Parties from and against, any claim, action, suit or demand of any kind or nature whatsoever, in connection with the development, production, promotion or exploitation of the Material, Series or any other rights granted in this Agreement. "Released Parties" mean Producer, Network and each of their parents, successors, affiliates, partners, licensees or assigns, and respective shareholders, directors, officers, members, employees, agents, representatives, sponsors, and advertisers.

8. **Remedies.** As set forth in Paragraph 6, above, the Department acknowledges that it has the right to review episodes in which Department's Personnel appear prior to broadcast. Provided that Producer complies with its obligation to provide the Department with the opportunity to exercise the Department Review Rights pursuant to this Agreement, (i) the Department waives the right to seek injunctive or other equitable relief against Producer for any claims arising under this Agreement or relating to the Series to the fullest extent permitted under the U.S. Constitution and law of the State of Texas; and (ii) the Department agrees that it will not take any action that would interfere with the exploitation, telecast or distribution of the Series or any related materials. In the event that the Department is afforded the opportunity to exercise the Department Review Rights, the Department further expressly agrees that the sole remedy available to the Department for any alleged breach of this Agreement is to seek monetary damages, if any, in an action at law. Producer may assign its rights hereunder and this Agreement as it deems appropriate. The Department may not assign this Agreement.

9. **Retention Policy.** The Department acknowledges that, in accordance with Producer's company policies and procedures, Producer intends to destroy all unedited film, videotape, photographs and other audio, video and/or audiovisual recordings, including, without limitation, those depicting the Department's activities. If, during the course of the Department's review as set forth in Paragraph 6 above, the Department determines that it will need access to certain footage in order to comply with its obligations under state or federal law, including any obligations arising under the applicable state constitution or the Constitution of the United States, or any applicable administrative regulation, the Department shall notify Producer in writing of its intent to obtain a subpoena for such footage. Upon receipt of such notice, Producer shall retain such footage for a period of not less than thirty (30) days pending service of such subpoena. The Department acknowledges and agrees that nothing in this section shall limit or waive any of Producer's rights in responding to any such subpoena.

10. **Producer's Representations, Warranties; Indemnification.** Producer represents and warrants that it has the capacity, right, power and authority to enter into this agreement. Producer agrees to indemnify, release, and hold the Department and his employees, officers, directors, officials, agents and representatives (the "**Department's Parties**") harmless from and against any and all claims, liabilities, losses, damages, injuries, costs and expenses (including, without limitation, reasonable outside attorneys' fees) of any nature whatsoever (collectively, "**Claims**") arising out of (a) Producer's breach of any of its representations, warranties, and agreements set forth herein; and (b) intentionally wrongful or negligent acts committed by Producer, its personnel and camera crews during performance under this Agreement. The Department's shall notify Producer promptly upon presentation of any claim or institution of any action covered by the foregoing, giving full details thereof. Producer's obligation to indemnify and hold harmless does not apply to the extent of negligent acts or omissions of the Department, or any of the Department's Personnel. Producer reserves the right to assume the defense and control of any matter otherwise subject to indemnification by Producer, and in such case, The Department agrees to cooperate in the defense of such claim.

11. **Department's Representations, Warranties.** The Department's represents and warrants that the Department (a) has the full right, power and authority to grant Producer the rights granted hereunder, and that the consent of no other person or entity is necessary to grant the rights granted hereunder; (b) is the sole owner of all intellectual property rights granted to Producer hereunder and such use by Producer will not violate the rights of any third parties; and (c) will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Property in accordance with the terms hereof.

12. **Notices.** Any notice under this Agreement shall be given in writing to the parties at their respective addresses set forth on page 1 of this Agreement.

13. **Relationship of Parties.** It is the intent of the parties that nothing contained in this Agreement or any act of Producer or of the Department will create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership, or of a joint venture, between Producer and the Department.

14. **Miscellaneous.** This Agreement shall be subject to the laws of the State of Texas, without giving effect to its principles of conflicts of law, applicable to contracts entered into and fully to be performed therein. If any provision of this agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, then the remainder of this agreement shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. Neither this agreement nor any term or provision hereof may be modified, amended, changed, discharged or terminated orally, but only by a written instrument signed by the parties. The Department acknowledges and agrees that it has had an opportunity to consult with and be represented by counsel in connection with this Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No waiver of any term or condition of, or default under this Agreement shall be construed as a waiver of any other term or condition hereof, or default hereunder. The descriptive headings of the paragraphs of this Agreement are for convenience only and do not constitute a part of this Agreement. In the event of termination or the expiration of the Term, Paragraphs 4, 5, 7 and 8 shall remain in full force and effect after the termination of this Agreement. For the sake of clarity, the foregoing survival language shall not include the right to access or use the Property for any purpose by any party after the expiration of the Term. This Agreement may be executed in counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date indicated by each party's signature.

ACCEPTED AND AGREED TO:

HUMAN FLOW PRODUCTIONS, LLC

HIDALGO COUNTY SHERIFF'S OFFICE

By: _____
Its: Authorized Representative

By: _____
_____, in his official capacity as the _____

Print Name

Date

Title

Approved as to form:
[] Prosecuting Attorney []

Date

[Assistant Prosecuting Attorney]