



**m2 PICTURES**

**ACCESS AGREEMENT**

This Access Agreement (“**Agreement**”) is entered into between M2 Pictures (“**Producer**”) and Williamson County Sheriff’s Office (“**Department**”), acting by and through the Williamson County Commissioner Court, in connection with the filming and recording (the “**Recording(s)**” and, each such activity, to “**Record**”) by Producer and its designees, of Department’s business operations, Department personnel and locations and facilities owned, operated and/or controlled by Department, including but not limited to all Department property, any and all locations where the Department is performing official business, and in Department vehicles and equipment, including, without limitation, in Department vehicles while Department personnel conduct official business (collectively, the “**Facilities**”) in connection with a television program tentatively entitled Police Woman CSI (wt) (the “**Program**”).

In consideration of Producer’s time and effort developing and producing the Program, and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

1. Producer, in cooperation with Department, desires to produce the Program featuring Department, its work, procedures, personnel and stories surrounding the work to solve past cases.

2. Department hereby grants Producer and its designees access to the Facilities, Department personnel and past cases (otherwise known as “cold” cases) of any and all kind and nature in connection with producing one or more episode(s) (the “**Episode(s)**”) of the Program. Department shall be permitted to deny Producer access to the Facilities, Department personnel and past cases at its sole discretion.

3. The term of this Agreement shall commence upon the date of the last party’s execution hereof and shall continue for a period of twelve (12) months (the “**Term**”); provided, however, the Department or Producer may terminate this Agreement, with or without cause, upon thirty (30) days notice to the other party.

4. The Department agrees not to grant any third party rights similar to or the same as the rights being granted in this Agreement for the purpose of producing any other production highlighting the featured cold cases for a period commencing as of the date hereof through and continuing until the conclusion of the Term.

5. Department hereby exclusively grants to Producer, its licensees, successors the right to use video and/or audio provided by Department or captured by producer and approved by Department and any other operational audio and/or video in all media in perpetuity, including, without limitation, advertisements, promotions, marketing and other material.

6. This Agreement shall be interpreted under the laws of the State of Texas applicable to contracts entered into and fully to be performed therein. The parties consent to the exclusive jurisdiction of the state and federal courts located in Williamson County in the State of Texas over any action or proceeding arising out of or relating to this Agreement or the breach thereof, consent to the personal jurisdiction of such courts, and agree to accept service by mail. No waiver of any term hereof shall be deemed to be continuing or be deemed to waive any other term hereof. Each party’s rights and remedies

herein shall be cumulative and the exercise of any right or remedy shall not limit any other right or remedy hereunder, at law or in equity. This Agreement may not be modified nor any provision waived except by a writing signed by both of the parties. This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof; all prior negotiations and understandings are merged herein. Each party acknowledges that it has not relied upon any representations of the other in entering into this Agreement except as set forth herein. If any provision hereof is deemed to be illegal or unenforceable, then the remainder of the provisions shall be deemed to continue in full force and effect, and the illegal or unenforceable provision shall be deemed modified in such a way that its intent is nevertheless complied with to the fullest extent possible. The parties may execute this Agreement in counterparts, each of which is deemed an original and all of which only constitute one original.

7. Department and its representatives shall not issue any press releases or public statements about Producer or the Program without Producer's prior written permission, except as required by law or any policy or procedure proscribed by the county.

8. In furtherance of the foregoing, prior to distributing, publishing, or otherwise exploiting the Program, Producer shall provide Department with access to a rough cut of the Program (the "Rough Cut"). Department shall have five (5) business days following receipt of the Rough Cut (the "Review Period") to review the Rough Cut and identify any factual inaccuracies in the Rough Cut, as well as any material appearing in the Rough Cut that may impede, interfere with, or otherwise jeopardize any present or future criminal investigation by the Williamson County Sheriff's Office and/or convictions resulting from such investigations. Participant shall have the ability to ensure that no material in the rough cut impinges on the Sheriff's oath, obligations or responsibilities. Producer agrees to remove or remedy any such issues identified by the Department.

9. Department acknowledges that Producer is not obligated to actually use the Facilities or produce the Program or include the Recordings in the Program for which it was shot or otherwise use or exploit the Recordings and rights herein granted to Producer. Department further acknowledges that Producer has full editorial control over the Program, including but not limited to direction, editing, production, marketing, promotion and advertising. Department reserves the right to deny any material, content or product to the extent that such, in the Department's sole discretion, sheds a negative light on the Department, the county or any employee or representatively therein.

10. Producer may assign its rights in the Recordings and/or Program, in whole or in part, to any individual or entity subject to any entitlement the Department may have in law or by this contract.

11. Department and the Williamson County Commissioners Court hereby represent and warrants that: (i) it has the right, power and authority to enter into this Agreement and grant all rights granted hereunder; (ii) no other authorization or permission is necessary to enable Producer to use the Facilities, conduct the Recordings and include the Marks in any Recordings; (iii) Department will not engage in any activity, perform any services, make any agreement, or accept any engagements that may directly or indirectly interfere in any way with the services or rights granted by Department hereunder; (iv) neither Department's grant of the rights granted herein nor Producer's exercise of the rights granted herein shall infringe on the rights of any third party; and (v) Department has complied and will continue to comply with all applicable laws, codes, permit requirements, rules, orders, judgments, decrees, ordinances and/or provisions of any foreign, federal, state or local government agency, authority or court.

12. Department Personnel and Department Property shall not be used for the production of any still pictures, motion pictures, videotapes, photographs or sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the Department Personnel and Department Property that would be defamatory to Williamson County, Texas ("County"), Department Personnel and

Department Property; provided that the foregoing shall not apply to statements made by third parties (e.g., statements by suspects and/or other third party who may come in contact with the Department Personnel or Department Property). In the event Producer should use Department Personnel or Department Property for such purposes, (subject to the aforementioned exception for third party statements), such use shall be deemed a material breach of this Agreement and Department may immediately terminate this Agreement and avail itself of any remedies allowed at law or in equity.

13. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or agency relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, agency relationship, partnership or joint venture. Producer shall have the exclusive right to control the details of its operations and activities and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees and representatives. Department and Department Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical demands placed upon them by, or as a result of, the filming and production of the Program.

14. Producer shall carry the following insurance coverage with a company that is licensed to do business in Texas:

14.1 Commercial General Liability

- a. Combined limit of not less than \$2,000,000 per occurrence; \$4million aggregate or
- b. Combined limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and Umbrella Coverage in the amount of \$4,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury.
- c. Defense costs shall be outside the limits of liability.

14.2 Automobile Liability Insurance covering any vehicle used by Producer under this Agreement, including owned, non-owned, or hired vehicles, with a combined limit of not less than \$1,000,000 per occurrence.

14.2.1 Statutory Workers' Compensation and Employers' Liability Insurance requirements per the amount required by statute.

14.3 General Insurance Requirements:

14.3.1 All applicable policies shall name "Williamson County, Texas" as an additional insured thereon, as its interests may appear. The term "Williamson County, Texas" shall include its employees, officers, officials, agents, and volunteers.

14.3.2 A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to the County. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Williamson County Judge, 710 Main Street, Suite 101, Georgetown, Texas 78626.

14.3.3 Certificates of Insurance evidencing that the Producer has obtained all required insurance shall be delivered to and approved by the Williamson County Sheriff prior to execution of this Agreement.

14.3.4 Any deductible will be the sole responsibility of the Producer and may not exceed \$50,000 without the written approval of the County. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Agreement. Coverage shall be maintained for the duration of the contractual agreement and for one (1) year following completion or termination of this Agreement.

15. Indemnification and Assumption of Risk.

PRODUCER HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

DURING ANY TERM OF THIS AGREEMENT, PRODUCER COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, DEPARTMENT, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

Producer, in using the Department Property and other equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. County shall not be liable for any damages to property or damages arising from personal injuries sustained by Producer or any of its agents, contractors, employees, patrons, Producers, invitees, performers or guests, while in, on or about the Department Property, including buildings, parking area walkways of the Department Property or that occur during activities conducted under this Agreement. Producer assumes full responsibility for any property damage or injury which may occur to Producer, its agents, contractors, employees, patrons, Producers, invitees, performers or guests which occur in, on or about the Department Property or that occur during activities conducted under this Agreement.

Producer acknowledges that County lacks legal authority to grant permission for the use of the names or likenesses of third-party individuals (i.e., non-county employees and/or contractors) who might appear in the Producer's Program. Producer shall be solely and exclusively responsible and liable with respect to obtaining any filming and photography releases required with respect to such third-party persons and third-party property. PRODUCER AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY THIRD-PARTY CLAIMS RELATING TO THE UNAUTHORIZED USE, FILMING, TAPING, RECORDING, OR PHOTOGRAPHING OF ANY INDIVIDUAL OR THIRD-PARTY PROPERTY.

IT IS FURTHER AGREED THAT PRODUCER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COUNTY FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, ACTIONS, OR EXPENSES OF EVERY TYPE AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE OUTSIDE ATTORNEY'S FEES, TO WHICH COUNTY MAY BE SUBJECTED ARISING OUT OF OR RELATED TO PRODUCER'S USE OF ANY THIRD-PARTY INTELLECTUAL PROPERTY BY REASON OF AN

ALLEGED OR ACTUAL INTELLECTUAL PROPERTY VIOLATION. COUNTY EXPRESSLY ASSUMES NO OBLIGATION TO REVIEW OR OBTAIN APPROPRIATE LICENSING, AND ALL SUCH LICENSING SHALL BE THE EXCLUSIVE OBLIGATION OF PRODUCER.

16. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service and mailed by certified or registered mail, return receipt requested, postage prepaid, to the address set out in each party's signature block.

17. The undersigned represent that they are authorized to execute this Agreement on behalf of their respective party, binding such party to the terms hereof.

**SIGNATURES ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date of the last party's execution below.**

**DEPARTMENT**

**Williamson County, Texas,  
on behalf of the Williamson County Sheriff's Office**

By: \_\_\_\_\_  
Judge Bill Gravell, Jr.

Title: County Judge

Date: \_\_\_\_\_, 20\_\_

Address: Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**PRODUCER**

By: Mike Sinclair  
MIKE SINCLAIR

Title: PRESIDENT

Date: MARCH 13, 2019

Address: 27 West Queens Way  
Hampton, VA 23669