

3. Producer understands and acknowledges that this is a non-exclusive right and that the Fort Bend County Justice Center also serves as a place of business for several of the County's offices. *Filming may not hinder or disrupt normal business activities.*
4. Producer has signed and does hereby agree to abide by all terms and conditions listed in the Terms and Conditions (attached here as Exhibit B).
5. The County agrees to use its best efforts to make the Property available during the Reservation Period. Producer agrees that the County shall not be liable for damages by reason of non-availability of the Property including those caused by inclement weather, disaster, or other public necessity.

SECTION 3. SECURITY PERSONNEL

1. Producer is responsible for making all arrangements, including fees payable directly to the proper law enforcement officer, for Security Personnel Services as listed on the Application.
2. At least one (1) Law Enforcement Officer is required for the duration of the Reservation Period. The officer must be an official, licensed, uniformed Texas Law Enforcement Officer and cannot be an invited guest. He or she will have the authority to suspend Filming if deemed necessary by the Officer.
3. Security Personnel Services are for the sole benefit of the County and will not be available to protect and serve the interests of the Producer.

SECTION 4. RELEASE OF LIABILITY AND INDEMNIFICATION

1. **RELEASE OF LIABILITY. PRODUCER EXPRESSLY WAIVES THE RIGHT TO CLAIM AGAINST COUNTY BY REASON OF, AND RELEASES COUNTY FROM ANY LIABILITY WITH RESPECT TO, ANY INJURY TO PERSON OR DAMAGE TO OR LOSS OF PROPERTY (INCLUDING CONSEQUENTIAL DAMAGES) RESULTING FROM ANY CAUSE WHATSOEVER, UNLESS SUCH IS CAUSED BY COUNTY'S INTENTIONAL OR GROSS NEGLIGENCE.**
2. **PRODUCER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND COUNTY'S AGENTS, EMPLOYEES, AND OFFICERS OR OTHER REPRESENTATIVES FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS), SUITS, CLAIMS, DEMANDS, LIABILITIES, AND ACTIONS (COLLECTIVELY, "LOSS") RESULTING FROM THE USE OF THE PROPERTY BY PRODUCER OR PRODUCER'S EMPLOYEES, SERVANTS, AGENTS, CONTRACTORS, LICENSEES, CUSTOMERS, INVITEES OR ALL PERSONS IN PRIVITY WITH THE PRODUCER FROM ANY ACT, OMISSION, OR NEGLIGENCE OF PRODUCER, PRODUCER'S AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, LICENSEES, CUSTOMERS, OR INVITEES OR FROM ANY OTHER CAUSE THAT MAY RESULT FROM THE NEGLIGENT OR WILLFUL ACT, ERROR, OR**

OMISSION OF PRODUCER OR ANY OF PRODUCER'S AGENTS, SERVANTS, GUESTS OR EMPLOYEES OR ALL PERSONS IN PRIVITY WITH THE PRODUCER. THIS INDEMNITY SHALL APPLY UNLESS SUCH LOSS IS CAUSED BY THE INTENTIONAL OR GROSS NEGLIGENCE ACT OR OMISSION OF COUNTY OR COUNTY'S AGENTS OR EMPLOYEES.

3. This indemnity and release provision shall survive the termination or expiration of the Agreement.
4. *Producer shall cause any of its contractors who may assist in the Filming or in the area where work will be performed under this Agreement, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that may arise from Filming.*

SECTION 5. CONFIDENTIALITY

Producer expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such and provided to County by Producer shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

SECTION 6. INSURANCE

1. Prior to commencement of the Filming, Producer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. *Producer shall provide certified copies of insurance endorsements and/or policies if requested by County. Producer shall maintain such insurance coverage from the time the Filming commence until the Filming is completed, and shall provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of the Filming. Producer shall obtain such insurance from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:*

1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

2. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Producer shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
3. If required coverage is written on a claims-made basis, Producer warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that the Filming is completed.

SECTION 7. INDEPENDENT CONTRACTOR

1. In the performance of work or services hereunder, Producer shall be deemed an independent contractor and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Producer or, where permitted, of its subcontractor.
2. Producer and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

SECTION 8. NOTICES

1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County
Attn: Fort Bend County Facilities Management
301 Jackson, Ste. 301
Richmond, TX 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Producer: Big Spin Productions/ Fuji TV
Attn: Jonathan Baudoin
1801 7th Ave., #1A
New York, NY 10026

3. Notice is effective only if the party giving or making the Notice has complied with subsections 1. and 2. above and if the addressee has received the Notice. A Notice is deemed received as follows:
- a. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - b. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

SECTION 9. COMPLIANCE WITH LAWS

Producer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, *Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.* When required by County, Producer shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

SECTION 10. ASSIGNMENT AND DELEGATION

1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All

assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

2. *Neither party may delegate any performance under this Agreement.*
3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

SECTION 11. APPLICABLE LAW

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

SECTION 12. SUCCESSORS AND ASSIGNS

County and Producer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

SECTION 13. THIRD PARTY BENEFICIARIES

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

SECTION 14. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

SECTION 15. CAPTIONS

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

SECTION 16. CONFLICT

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

SECTION 17. MODIFICATIONS

Any modification(s) or change(s) to this Agreement, whether in the form of interlineation(s) or an addendum, attachment, exhibit or the like, is invalid, not binding and of no force or effect unless and until approved in writing by the parties to this Agreement.

SECTION 18. CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS

The contents of this Section are required by Texas Law and are included by County regardless of content.

1. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
2. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

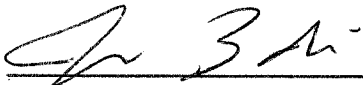
*{Execution Page Follows}
{Remainder Left Intentionally Blank}*

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2019.

FORT BEND COUNTY

BIG SPIN PRODUCTIONS/FUJI TELEVISION

KP George, County Judge



Signature

JONATHAN BAUDOIN
Name of Authorized Agent

3/27/2019
Date

ATTEST:

Laura Richard, County Clerk