

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.
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.**
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 NEGLIGENCE 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.**
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: Ammie Blahuta
Director of Special Programs
The George Foundation
281.342.6109 ext 122 (office)
ablahuta@thegeorgefoundation.org

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

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

THE GEORGE FOUNDATION

KP George, County Judge

Ammie Blahuta
Signature

Ammie Blahuta
Name of Authorized Agent

7/29/20
Date

ATTEST:

Laura Richard, County Clerk

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EXHIBIT A

Fort Bend County values diversity. Equal access shall be given to all groups and individuals, and no group or individual shall be denied access on the basis of race, religion, gender, sexual orientation or political persuasion, or because of the political, religious, or social views held by an individual or group, or by any group's members. Permission to use County facilities shall not, in any way, constitute an endorsement of the group or individual, or their policies and activities.

It is strictly forbidden for Producer or Producer's film to suggest any affiliation or endorsement of Fort Bend County in any manner which suggests sponsorship or association with Fort Bend County without written approval of the Fort Bend County Commissioners Court.

PRODUCTION TITLE: The George Foundation 75th Anniversary

Film Event Requested Date(s): August 3rd-7th

Requested Hours: 9am-5pm

Requested Location: Fort Bend County George Memorial Library, 1001 Golfview Dr, Richmond, TX 77469

Description of Film: documentary

CONTACT INFORMATION

Film Production Company Name Merritt Media

Address 2203 Winchester Lake, Rosenberg TX 77471

Phone Number 832-451-6787 Website Address www.merrittmedia.io/

Applicant/Location Contact:

Ammie Blahuta
Director of Special Programs
The George Foundation
281.342.6109 ext 122 (office)
ablahuta@thegeorgefoundation.org
www.thegeorgefoundation.org

DESCRIPTION OF SCENES TO BE FILMED: Exterior building land, entrance

Number of production staff on location 3 Description of equipment to be used during filming i.e., generators, lights, cranes, sets, etc.? camera, drone

Will any scenes contain depictions of violence? _____ Y N

If yes, please describe. _____

Are you requesting any street closures? _____ Y N

If yes, please contact the FBC Engineering Department for road closure permits and instructions.

Are you requesting any other County services? _____ Y N

Please specify _____

ACKNOWLEDGEMENTS

* By checking this box, I certify that the information provided on this form along with any pertinent information included in accompanying materials is true, correct, and complete. Any submission of false information may be subject to penalties.

* By checking this box, I certify that I am the owner or an authorized agent and have the authority to bind the Production Company, to the Acknowledgements listed above.

EXHIBIT B

TERMS AND CONDITIONS

EXHIBIT B
"TERMS AND CONDITIONS"

GENERAL

1. "Producer", as used in this document, shall mean amateur and professional photographers including the Producer, as defined in the Agreement. "County", as used in this document, shall mean Fort Bend County.
2. "Property" means the Property as defined in the Agreement.
3. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
4. Approval of the Application, grants the Producer a non-exclusive right to use of the Property.
5. Filming shall only take place at locations approved by County as described on the submitted and approved Application.
6. County retains the right to enter any County facilities for any purpose at any time during the scheduled event or activity and shut down activities if deemed necessary.
7. Producer and its employees are required to maintain a code of conduct any time they are on location that includes, but is not limited to, the following:
 - **NO smoking;**
 - **NO alcohol;**
 - **NO illegal drugs;**
 - **NO soliciting;**
 - **NO unreasonably loud or disruptive noises**
 - **following location-specific dress code; and**
 - **any other code of conduct required by the specific location.**
8. Film activity shall in no way impede the free movement and circulation of traffic and pedestrians including: conduct or activity that obstructs the usual use of entrances, lobbies, corridors, offices, elevators, stairwells, and parking lots, or that otherwise tends to impede or disturb County business or County employees in the performance of their regular duties, or that otherwise impedes or disturbs the general public is prohibited.
9. Producer shall be responsible for securing any permits or approvals, such as parking, road, mass event, city or state permits required in connection with Activities.
10. Permission to use or reserve County Parks or County Fairgrounds may require an additional fee or rental agreement. Questions regarding this should be directed to the County Parks Office.
11. Permission to use or reserve a Fort Bend County Building may require a Facility Use Application. Questions regarding this should be directed to the Fort Bend County Facilities Department.

12. Producer agrees not to have on the Property any articles or things of dangerous, flammable, or explosive character that might increase the chance of eruption of fire on the Property, or that ordinarily would be considered "hazardous" or "extra hazardous" as defined in the International Fire Code as adopted by Fort Bend County.
13. Production will not be allowed during inclement weather, public emergencies, etc.
14. Film hours are restricted to regular business hours. Any requests to film outside of normal business hours shall require written approval of the Fort Bend County Commissioners Court. Filming is not allowed on County holidays.
15. Permission to film inside the interior building of the Fort Bend County Justice Center or within any Courtroom within the Fort Bend County Justice Center will only be granted after written approval is received from the Judge assigned to that Court Room or from the Chairman of the Board of Judges,
16. Authorization to film on County Property does not authorize the filming of individuals including FBC Employees, Court staff, Jurors, Litigants, and Judicial Officers on County property, unless the individuals are in normal view by the public, would not require a film release under reasonable industry standards and filming neither presents or creates a public harm.
17. Producer is responsible for obtaining all necessary permissions and consent from individuals prior to filming or recording.
18. Producer must remain on the Property at all times during filming.
19. Producer must keep a copy of the approved Application with them onsite at all times.
20. County grants to Producer the right to enter upon, use, photograph and record the Property to make photographs and record scenes in and of the Property, and in connection with any photographs, video, sale and promotional materials or other media produced by Producer. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials."
21. County grants to Producer all rights of every kind in and to the Materials, including without limitation, the right to exploit the Materials in the promotion, advertising, sale, publicizing and exploitation of the Materials, derivative projects, and ancillary products such as merchandise in connection with Producer's promotional efforts, throughout the universe in any and all media now known or hereafter devised, an unlimited number of times, in perpetuity. Producer shall be the exclusive owner of the results and proceeds of the Materials with the right, throughout the universe, an unlimited number of times, in perpetuity, to copyright, to use, in any manner, all or any portion thereof or of a reproduction thereof, the promotion, advertising, sale, publicizing, and exploitation of the Materials, derivative projects, and ancillary products such as merchandise in connection with Producer's promotional efforts; provided, however, that the Materials may be used only in connection with Producer's projects or efforts.

22. Producer grants to County the right to use portions of the Materials for the limited purposes of promotion of the County provided County notifies Producer of such request and receives written permission from Producer prior to the requested use.
23. All minors (individuals under the age of 16) who are employees, agents, contractors, suppliers or invited guests of the Producer must be accompanied by an adult guardian at all times.
24. A production company may not be eligible to conduct production activity on County property if the content of the project is pornographic in nature, as defined by Texas Penal Code §3.21.
25. The use of pyrotechnics, explosives, or other dangerous devices on County property is strictly prohibited.
26. Drone Use or the Use of Unmanned Aircraft Systems (UAS). The Texas Local Government Code, Chapter 423 states the lawful and unlawful uses of an unmanned aircraft in the State of Texas. Producer may not use an unmanned aircraft where prohibited by law. The Producer is requested to include in their film application the location of any use of an unmanned aircraft prior to use.

In addition, per FAA Policy, Producer must obtain and attach to the application form documentation of a valid FAA Registration for an Unmanned Aircraft Systems (UAS).

INSPECTION, DAMAGES, AND REPAIR

1. Both Producer and designated County Employee will inspect the Property at the beginning and end of use and note any existing damage prior to use.
2. Once the inspection is complete, Producer expressly agrees that the Property is accepted by the Producer in its "AS-IS", "WHERE-IS" condition, "WITH ALL FAULTS", ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY, EXPRESS OR IMPLIED, ARE GIVEN BY THE COUNTY, AND THE PRODUCER WAIVES AND DISCLAIMS ALL OF THE SAME (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE).
3. Producer agrees to leave the Property in a clean and orderly condition. Producer must collect and remove all trash from the Property.
4. Producer may place all reasonably necessary facilities and equipment, including temporary sets, structures and other materials on Property, subject to County approval. Producer shall remove the same after completion of work and leave the Property in substantially the same condition as when entered by Producer. County retains the right to inspect property, devices and equipment to be used in connection with the filming.
5. Producer agrees to use best efforts to prevent damage to County Property during Filming including but not limited to trees, grounds, plant life, buildings, rights of way,

vehicles or machinery.

6. Producer shall be responsible for payment of any and all reasonable repairs caused by Producer. The County will invoice Producer the cost of any reasonable repair within thirty (30) days of the Filming. Payment shall be made to County within ten (10) days of receipt of invoice.
7. Producer shall be responsible for any cleaning necessary to return the Property to its original condition.

SECURITY

1. At least one (1) licensed, uniformed, Fort Bend County peace officer must be onsite for the duration of filming, including set-up and take-down. Producer is responsible for making all arrangements for security, including fees. All questions regarding arrangements and fees should be directed to the Fort Bend County Sheriff's Office. Law enforcement shall be allowed to suspend filming if deemed necessary by the Officer.
2. A designated County Employee shall be assigned to the Property and shall be responsible only for coordinating building issues such as accessibility, building electronics, temperature regulation, opening/locking doors for events.

INDEMNIFICATION REQUIREMENT:

1. **PRODUCER SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF PRODUCER, ITS AGENTS, SERVANTS, GUESTS, EMPLOYEES, OR ALL PERSONS IN PRIVITY WITH THE PRODUCER PERFORMED UNDER THIS AGREEMENT THAT 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.**
2. Producer agrees hereby to be responsible and liable for any and all damages to the Property including any materials, equipment or other personal or real property of the County. In no way, shall liability be construed to be limited by the amount of the Damage Deposit provided.
3. Producer assumes all risk of all loss or damage to any materials, equipment or other property of Producer. The County shall have no obligation, responsibility or liability with respect thereto. This indemnity and release provision shall survive the termination or expiration of the agreement.

4. Producer shall be responsible for its employees, contractors, and any other individual on the Property assisting in the Filming and agrees to indemnify County and to hold it harmless from all claims for bodily injury and property damage that may arise from Filming.
5. Insurance Requirements. Producer will ensure that all Insurance Requirements as listed on the Fort Bend County Application for Filming on County Property are met prior to filming.
6. 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.
7. 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.

CANCELLATION POLICY

1. County reserves the full and absolute right to cancel or terminate a reservation at any time for violations of these Terms and Conditions, or additional policies or rules that may be promulgated by County from time to time. *(County will refund fees if cancellation is due to additional terms set by the County prior to filming.)*
2. Notwithstanding cancellations initiated by the County, a full refund will be issued only if the reservation is cancelled within three (3) business days prior to the scheduled use. Fees WILL NOT be returned if the reservation is cancelled less than three (3) business days prior to the scheduled use.
3. No verbal cancellations are permitted; all cancellations must be in writing.

The County reserves the right to impose additional regulations, restrictions or requirements in the interest of public health, safety, and welfare, or if otherwise deemed appropriate by the County.