

#### **FORT BEND COUNTY**

Please fill in all the blanks below. Your application cannot be submitted unless all the required fields are completed.

Title: Discovery Channel, Evil Talks: Chilling Confessions

#### Classification

Feature Film(30 minutes or more)

- narrative
- documentary
- experimental
- animated



Television Program

- episodic series
- miniseries
- television movie ("MOW")
- television episode
- television pilot

# Commercial(less than 30 minutes)

- commercial
- commercial series
- infomercial
- interstitial
- music video
- still photo shoot
- public service announcement

### Short Film(30 minutes or less)

- narrative short
- documentary short
- experimental short
- animated short

#### Production Insurance:

Has the following certificates been provided	YES	NO
General Liability	Yes	
Commercial Auto Liability	Yes	
Workers Compensation	Yes	

#### **Project/Production Description:**

Docuseries ID channel about police work and tactics, especially during interrogation.

#### Please describe the scenes to be filmed:

Interview with detectives involved in local case.

Number of production staff to be on site: 8

#### What equipment will be used during filming (i.e. generators, lights, cranes, sets, etc.):

2 cameras, 3-4 lights (1xz1, diva), audio gear (boom mic)

#### **Production Company Information**

Company Name: Red Marble Media Inc.

Phone: 646-470-3190

Fax:

Address: 134 Charles St., New York, NY 10014

County: None

Website: http://www.redmarblemedia.com/about/

Contact Person: Anthony Cox

Email: acox@redmarblemedia.com

Mobile: 276-728-6083

Local Texas Production Company Address (if different from above)

Company Name: N/A

Phone:

Fax:

Address: County: Website

Contact Person:

Email:

#### **County Property Requested**

Desired Location: Fort Bend County Indoor conference room, offices

Facility Name: Historic Courthouse

Address: 401 Jackson St.

City: Richmond

Desired Location: Fort Bend County Sheriff's Office

Facility Name: Sheriff's Office Address: 1410 Williams Way

City: Richmond

Alternate Locations Requested

Dates being requested:

Site visit: Friday, July 28, 2017

Filming dates: Sunday, July 30 Monday, July 31, 2017

Filming times: 7:30 a.m. to 7:30 p.m.

Will there be Stunts/Pyrotechnics (while filming on County property)?

No

Security Personnel: Applicant is responsible for arranging for Security Personnel for the entire time they are on County property. At least one official licensed Texas Peace Officer dressed in uniform must be present during the filming event and cannot be an invited guest. Please contact:

Chad Norvell Fort Bend County Sheriffs Office 281-341-4705

\* By checking this box, I certify that the information provided in this application along with any pertinent information included in accompanying materials is true, correct, and complete. Any submission of false information may be subject to penalties. Additionally, I confirm that I have read and consent to the <u>Terms and Conditions for Use of County Property</u> attached here as Exhibit A. I understand that this does not guarantee that I will be able to use my desired location for production activity.

Date: 7/25/17	
Applicant Signature: CM/	<i>p</i>
Print Name: Anthony Cox	
	Internal Use:
Date received:	
Date submitted to Court:	
Commissioners Court Approved/Denied	Date:
Commissioners Court additional Instruction	ons or conditions:

## Terms and Conditions for Use of County Property

- 1. Filming shall only take place in locations approved by County.
- 2. Producer may place all reasonably necessary (as determined by County) facilities and equipment, including temporary sets, structures and other materials on Property. 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.
- 3. Producer may place all reasonably necessary (as determined by County) facilities and equipment, including temporary sets, structures and other materials on Property. 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.
- 4. Producer agrees to use reasonable care to prevent damage to County Property during Filming including but not limited to trees, grounds, plant life, buildings, rights of way, vehicles or machinery.
- 5. Producer shall be responsible for payment of any and all reasonable repairs The County will invoice Producer within thirty (30) days. Payment shall be made to County within ten (10) days of receipt of invoice.
- 6. Damages shall include additional cleaning if needed to return property to its original condition.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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).

- 12. Producer agrees to leave the Property in a clean and orderly condition. Producer must collect and remove all trash from the Property.
- 13. Producer grants to County the right to make use of any and all photographs (motion picture scenes, stills, videotape or otherwise) and audio recordings (collectively, "Photographs") during Filming for purposes of promotion or other public interest.
- 14. Producer agrees that Production will not include any depictions that cast a negative light on the County(as determined by County), its personnel, staff, officials, agents or other persons in privity with the County.
- 15. Producer agrees to the following **INDEMNIFICATION REQUIREMENTS**:
  - A. 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.
  - B. 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.
  - C. 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.
- 16. Producer shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that may arise from Filming.
- 17. Producer will ensure the following insurance requirements are met:

- A. 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 are 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 written on an Occurrence form 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:
  - 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.
  - 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.
  - Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- B. 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.
- C. 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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Ma	nhattan Beach CA		90266		INSUR			NSURANCE COMPANY.		
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	RED MARBLE MEDIA IN				INSUR	ERC:				
	134 Charles Street, 1st FI New York, NY	001			INSUR	ER D :				
	New Tork, INT			10014	INSUR	ERE:				
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	WORKERS COMPENSATION							WC STATU- TORY LIMITS ER	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE									
	OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	N/A	ļ.					E.L. EACH ACCIDENT	\$	
	If yes, describe under							E.L. DISEASE - EA EMPLOYEE		
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
Α	Third Party Property Damage Props, Sets & Wardrobe Miscellaneous Equipment	Х				03/22/2017		Limit: \$1,000,000 Ded:\$7 Limit: \$1,000,000 Ded:\$7 Limit: \$2,000,000 Ded:\$2	,500	
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	FORT BEND COUNTY 301 Jackson St Richmond, TX 77469.				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C REOF, NOTICE WILL Y PROVISIONS.		
					AUTHOR	IZED REPRESEN	Sa Sa	spriela Pade	le	



### CERTIFICATE OF LIABILITY INSURANCE

06/29/2017

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DE DE	Centificate holder in lieu of such endo		044 5554	LCONTACT					
1	systone Risk Partners, LLC	1-610	-941-7751	CONTACT NAME:					
	_			PHONE (A/C, No, Ext):			FAX (A/C, No	1	
60	4 E. Baltimore Pike			E-MAIL ADDRESS:					
Me	dia, PA 19063			PRODUCER CUSTOMER ID	#:				
					IN	SURER(S) AFFO	RDING COVERAGE		NAIC#
	SURED			INSURER A : A	RCH	INS CO			11150
Me	dia Services			INSURER B :					
50	0 South Sepulveda Blvd.			INSURER C :					
	h Floor			INSURER D :					
1.0	s Angeles, CA 90049			INSURER E :					
				INSURER F :					
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	THIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY REPRIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREMENT PERTAIN. TH	F, TERM OR CONDITION TE INSURANCE AFFORDS	OF ANY CON		FOR OTHER	DOCUMENT WITH RESPE	OT TO	WILL HOLLW
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	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)		
	SCHEDULED AUTOS						PROPERTY DAMAGE	\$	
	HIRED AUTOS						(Per accident)	\$	
	NON-OWNED AUTOS							\$	
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ror	CRIPTION OF OPERATIONS/LOCATIONS/VEHICL paid personnel of Main Proces king on Evil Talks: Chilling C	sing, Inc	. (MCI) and Main Pr	rocessing.	Inc	(NC2) ma	naged by Media Ser holder.	vices,	
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CE	CTIFICATE HOLDER			CANCELLAT	ION				
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	York, NY 10036	USA	[	Mark Mal	·····	( )	(500)		
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### **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

1 of 1

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	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		1	ICE USE	ONLY OF FILING
1	Name of business entity filing form, and the city, state and count	ry of the business entity's place	Certificate		
	of business. Red Marble Media Inc		2017-2396	75	
	New York, NY United States		Date Filed:		
_			07/21/2017	ı	
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	Date Ackno		
	Fort Bend County		Date Ackilo	·iicugeu.	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided.	ty or state agency to track or identify led under the contract.	the contract	, and prov	/ide a
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	Name of Interested Party	City, State, Country (place of busine	<u> </u>	(check ap	
			Com	trolling	Intermediary
5	Check only if there is NO Interested Party.		<u></u>		
6	AFFIDAVIT I Swear or a	affirm, under penalty of perjury, that the	ahove disclos	sure is true	and correct.
	SOBIA ARSHAD  Notary Public - State of New York  NO. 01 AR6252307  Qualified in Kings County	1. 0			
	My Commission Expires Dec 5, 2019	Eignature of authorized agent of and	ractiny busin	ess entity	<u></u>
	AFFIX NOTARY STAMP / SEAL ABOVE	,	/	-	
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	20, to certify which, witness my hand and seal of office.	media Inc.			~
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### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

_					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE US	
_		CERTIFICATION OF FILING			
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	Red Marble Media Inc		202.	203015	
	New York, NY United States		Date F		
2	Name of governmental entity or state agency that is a party to the being filed.	he contract for which the form is	07/21	1/2017	
	Fort Bend County			Acknowledged: 5/2017	:
3	Provide the identification number used by the governmental ent description of the services, goods, or other property to be provi-	ntity or state agency to track or identified and or the contract			ovide a
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5	Check only if there is NO Interested Party.				
 5	AFFIDAVIT	er	• • • • •	-	
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	<del></del>	Signature of authorized agent of conti	tracting f	husiness entity	<del></del> _
		-		-	
,	AFFIX NOTARY STAMP / SEAL ABOVE				
;	Sworn to and subscribed before me, by the said	, this the		day of	
7	20, to certify which, witness my hand and seal of office.		_		
-	Signature of officer administering oath Printed name of o	officer administering oath Tit	itle of off	ficer administerir	ng oatl