

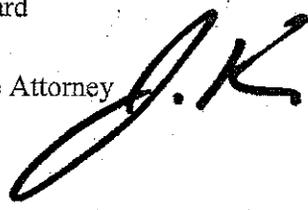
*Late item E-9*

**TOWN OF HARRISON  
VILLAGE OF HARRISON  
ATTORNEY'S OFFICE**

**MEMORANDUM**

**TO:** Ronald W. Belmont, Supervisor  
Members of the Town Board

**FROM:** Jonathan D. Kraut, Village Attorney



**DATE:** September 20, 2012

**SUBJECT:** Acceptance of a License Fee for filming

As per Town Board Resolution No. 2012-308, dated September 6, 2012 (copy attached) the Town Board approved the request of Bonanza Productions for the filming of a television series at the Harrison Police Department.

In addition, attached herewith is a copy of the Location Agreement in connection with said filming. I hereby request that the Town Board approve the Town's acceptance of the License Fee in the amount of \$5,000.00.

JDK:ap  
Attachments  
cc: Chief Marraccini

September 6, 2012

2012 -- 308

APPROVAL FOR BONANZA PRODUCTIONS TO FILM AT HARRISON POLICE  
DEPARTMENT ON OR AROUND SEPTEMBER 20, 2012

On motion of Councilwoman Amelio, seconded by Councilman Malfitano,

it was

RESOLVED to approve the request for Bonanza Productions to film scenes for the television series "The Following" at the Harrison Police Department on or around September 20, 2012.

FURTHER RESOLVED that Bonanza Productions will provide Certificates of Insurance.

FURTHER RESOLVED to forward a copy of this Resolution to the Chief of Police and the Town Clerk.

Adopted by the following vote:

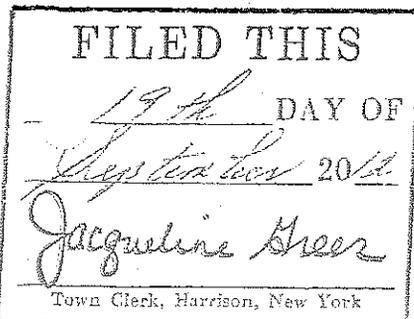
AYES: Councilpersons Amelio, Cannella, Malfitano and Sciliano  
Supervisor Belmont

NAYS: None

ABSENT: None

Copies to:

- Assessor
- Benefits
- Bldg
- Compt'r
- Engrng
- Law
- Police
- P. Wrks
- Purch'g
- Recr'tn
- Supvs'r



## LOCATION AGREEMENT

Date of Agreement	9/19/2012
Property Name and Address ("Premises")	Harrison Police Department 650 North St., Harrison, NY 10528
Property Owner ("Owner")	
Production Company ("Production Company")	Bonanza Productions, Inc. c/o Steiner Studios 15 Washington Ave., Suite 3550 Brooklyn, NY 11205
Pilot/Series Name ("Project")	The Following
Dates of Use ("Term")	Prep: <u>Thursday, 9/20/2012</u>  Filming: <u>Friday, 9/21/2012</u>  Strike: <u>Monday, 9/24/2012</u>
License Fee ("Fee")	Prep Day: <u>\$1000 (One Thousand Dollars)</u>  Filming Day: <u>\$3000 (Three Thousand Dollars)</u>  Strike Day: <u>\$1000 (One Thousand Dollars)</u>

1. In consideration for the Fee set forth above, Owner hereby grants to Production Company, and its agents, licensees, assigns employees, independent producers, contractors, suppliers and other persons connected with the Project the following irrevocable rights with respect to the Premises:

(a) To enter and remain upon the Premises with personnel, equipment and sets for the sole and express purpose of recording and photographing (still or moving) scenes live or on tape, film or by any other process on the Premises during the Term. If weather conditions, production exigencies, or an event of force majeure makes the Date(s) impracticable, then such Dates may be postponed to another date as agreed upon by Production Company and Owner. Such permission shall continue until completion of all scenes and work required. If the event of force majeure affects only the Premises and the Premises is not readily available when needed by Production Company, the Production Company shall have the right to terminate this Agreement with no obligation to Owner and Owner shall refund any and all monies paid to Owner by Production Company. At any time within six (6) months from the Date(s) Production Company completes its use of the Premises, Production Company may, upon written notice to Owner and Owner's prior written approval, re-enter and use the Premises on such other dates as mutually agreed upon in writing by Owner and Production Company to photograph re-takes, added scenes, etc., upon the same terms and conditions contained in this Agreement.

(b) To photograph (still or moving) and record the exterior and interior of buildings, ("Buildings") and other structures ("Structures"), including, but not limited to, signs, furniture, and pictures contained in or on such Buildings and/or Structures, which are on the Premises and to photograph (still or moving) and record any animals on the Premises.

(c) To change the location of and/or replace furnishings in Buildings located on the Premises for the purpose of photographing (still or moving) and recording scenes pursuant to this Agreement; provided however, that Production Company shall return and put back all such furnishings to their rightful place prior to vacating the Premises.

*Adl*

(d) To use the name of the Premises and/or the name of any Buildings or Structures located on the Premises or to represent each of the foregoing as another real or fictional location, or use a fictional name, in connection with Production Company's use of the recordings and photographs (still or moving) made pursuant to this Agreement.

(e) To construct and photograph a set duplicating all or part of the Premises and Buildings or Structures (including but not limited to, any signs or any interiors of Buildings and Structures).

(f) To use all recordings and photographs (still or moving) made by Production Company pursuant to this Agreement in the Project and other projects in all media now known or hereafter devised throughout the universe, in perpetuity, including but not limited to the in-context advertising and promotion of the Project and customary in-context clip licensing and freely assign such rights. Owner acknowledges that (i) Production Company owns any and all rights in and to such recordings and photographs (still or moving), and (ii) neither Owner nor any party now or hereafter claiming any interest in the Premises shall have any right or claim against Production Company arising from or based on any use of exploitation of such recordings and/or photography (still or moving).

(g) To remove any and all of its sets, structures, and other materials and equipment from the Premises upon completion of the term of this Agreement.

(h) To assign this Agreement to any entity(ies) which succeed substantially to all of Production Company's business, provided that Production Company shall remain liable for the Fee.

2. The Fee is payable upon completion of all work contemplated, unless specifically agreed to the contrary in writing. Production Company is not obligated to actually use the Premises or produce the Project and include material photographed or recorded hereunder in the Project. Owner understands that if Production Company does not use the Premises, Production Company is not obligated to pay Owner the compensation set forth above. In addition, if for any reason Production Company does not require the use of the Premises for all of the Date(s) set forth above, then such compensation shall be prorated based upon the number of prep/strike days and film days actually used. Owner acknowledges that Production Company is relying on the rights granted by Owner and that any breach by Owner of this Agreement will cause Production Company irreparable damage which cannot be fully compensated for by money damages.

3. Owner warrants, represents, and agrees that (a) Owner has the sole right and authority to enter into this Agreement and grant to Production Company all of the rights set forth herein and sign this Agreement; (b) it is not necessary for Production Company to obtain the consent of any other person or entity in order to exercise the rights granted to Production Company herein; (c) Owner has been informed of the scene being filmed and fully understands such scene and how the Premises is being used and/or depicted; (d) Owner will disclose all known defects (latent or otherwise) likely to cause personal injury or damage to property; and (e) Owner will disclose the existence of hazardous materials, substances, and environmental factors likely to cause adverse health effects in connection with the use of the Premises.

4. Production Company shall indemnify and hold Owner harmless from and against any and all liabilities, costs (including reasonable outside attorneys' fees) and claims arising from Production Company's use of the Premises, excluding any claims that arise from owner's negligent or intentional acts. Owner shall indemnify and hold Production Company harmless from and against any and all liabilities, costs (including but not limited to, reasonable outside attorneys' fees), claims and suits arising out of Owner's breach of this Agreement.

5. Production Company agrees to remove any and all of its sets, structures, and other materials and equipment from the Premises upon completion of the term of this Agreement.

6. Owner agrees that Owner has not paid any money or other valuable consideration to Production Company for the inclusion of the Premises in the Project, nor has Owner paid any money to anyone or accepted any money from anyone for the inclusion of any plug, reference, or product identification on the Premises.

7. In the event of an uncured breach by Production Company hereunder, Owner shall not have the right to injunctive relief with respect to the exhibition and/or exploitation of the Project or any element thereof.

8. Any dispute for damages between the parties arising under this agreement shall be resolved by binding arbitration in New York, New York, pursuant to the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator shall be a retired

judge or justice of any New York state or federal court with substantial experience in the entertainment industry. The arbitrator shall follow New York law in adjudicating the dispute.

This Agreement constitutes the complete understanding of the parties with respect to the subject matter of this agreement and cannot be changed except by an instrument in writing signed by the parties. This Agreement shall be governed by the laws of the State of New York applicable to contracts entered into, executed, and wholly performed within the State of New York.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

"OWNER"

"PRODUCTION COMPANY"

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_