

LICENSE AGREEMENT

**By and between
The City of Lompoc
And
Lompoc Firefighters Foundation**

This License Agreement (“License Agreement”) is entered into by and between the City of Lompoc, a municipal corporation organized and existing under the laws of California, having an address at 100 Civic Center Plaza, Lompoc, California 93436 (hereinafter “City”) (through the City of Lompoc Fire Department), and Lompoc Firefighters Foundation, a California non-profit organization, with offices at 430 Oakhill Terrace, Lompoc, California 93436 (hereinafter referred to as “LICENSEE”).

WHEREAS, City is the sole and exclusive owner and holder of the right to use the names, insignias, badges, and logos of the City of Lompoc Fire Department (“LFD”) as identified and shown in the attached Exhibit “A” (the “City Trademarks”) and City has established substantial goodwill and reputation of the City Trademarks through their use; and

WHEREAS, LICENSEE desires to obtain a license to use the City Trademarks in connection with a public access television series, showcasing the work of the men and women of the LFD and highlighting the various departments thereof, including without limitation, pre-production, production, post-production, and/or the pilot(s) and series episodes (hereinafter referred to as the “Series,” and

WHEREAS, LICENSEE seeks permission to enter upon and use the exteriors and interiors of City of Lompoc Fire stations for the purpose of filming certain scenes for the Series; and

WHEREAS, LICENSEE desires to ride alongside LFD personnel in certain City-owned and operated fire vehicles and desires to accompany LFD personnel in certain activities, including without limitation, responses to calls, and to film such activities for the Series; and

WHEREAS, LICENSEE desires the limited assistance of LFD employees for the Series.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged, City and LICENSEE agree as follows:

1. USE OF CITY TRADEMARKS IN CONNECTION WITH THE TELEVISION SERIES.

A. **Grant of License.** City hereby grants LICENSEE a non-exclusive license to use and incorporate the City Trademarks (as depicted in Exhibit “A” attached hereto) into the Series, subject to the terms and conditions herein during the term of this Agreement. City and LICENSEE agree to execute those documents reasonably requested by LICENSEE in order to further effectuate the documentation or recordation of LICENSEE’s license to use the City Trademarks and LICENSEE’s rights to incorporate those City Trademarks into the Series.

B. **Ancillary Rights.** The use of the City Trademarks granted includes the right to advertise, promote, publicize, broadcast, telecast, and exhibit the Series, irrespective of media transmission used, whether now known or hereinafter devised. Further, this grant includes the right to advertise, promote and publicize the Series in any and all media, whether now known or hereinafter invented, worldwide, as long as the production is presented as it was originally aired and approved and is not re-edited without the prior approval of City.

C. **Exclusive Ownership.** LICENSEE acknowledges City’s exclusive rights in the City Trademarks and, further, acknowledges the City Trademarks are unique and original to City and City is the owner of the City Trademarks. LICENSEE agrees that its use of the City Trademarks inures solely to the benefit of City, and LICENSEE shall not acquire any rights in the Trademarks as a result of this License Agreement.

D. **Inappropriate Use.** LICENSEE shall not do anything that is inconsistent with or harmful to City’s ownership of any rights to the City Trademarks or the goodwill associated with the City Trademarks, including but not limited to, any of the following:

1. Use the City Trademarks in connection with any other products or services not approved, in writing, by City.
2. Use any other trademarks confusingly similar to the City Trademarks in connection with any products or services.
3. Challenge or dispute City’s ownership of and rights to the City Trademarks or the validity of any of City’s registrations or applications for the City Trademarks.

E. **Continuing Obligation.** LICENSEE’s duty to City under this section shall survive the expiration or any termination of this Agreement.

F. **Infringements.** LICENSEE agrees to promptly notify City of any infringement of the City Trademarks by others or any hostile or adversary actions or proceedings by others against the City Trademarks, of which it may become aware.

2. USE OF CITY LFD PROPERTY FOR FILMING THE SERIES.

A. **Licensee Personnel Ride-Alongs.** When the person(s) has(have) been specifically designated in writing by LICENSEE to City, and subject to the other terms and conditions of this Agreement, LICENSEE personnel may ride along with Lompoc Fire Department (LFD) personnel in LFD Vehicles; provided, however, that in each instance and prior to the commencement of the fire ride-along, LICENSEE shall cause each of its designated employees or agents to read, to agree, and to duly complete and execute a standard City release, indemnification, and waiver agreement, and at all times adhere to all instructions of the LFD personnel in charge of such a fire ride-along. It is understood LICENSEE employees and agents may, as observer(s) only, ride along with LFD personnel on emergency and other calls and film LFD personnel in the course of responding to such calls, subject to LICENSEE not interfering in any way with the activities of LFD personnel, subject to the command and instructions of the LFD commander in charge, and subject to all the other terms and conditions of this Agreement; provided, that before any recognizable depiction, by photograph, video or other media, of the facial features of any City employee is permitted to be distributed or broadcast by LICENSEE, LICENSEE shall obtain written permission from that employee for such distribution and broadcast, unless such depiction is allowed due to it being in the public realm.

B. **Designation of City Licensee Coordinator.** LICENSEE may request the Fire Chief to designate a LFD staff member to act as the filming coordinator (the “Coordinator”) for all interactions between the LFD and LICENSEE and to assist the LICENSEE in the filming of the Series. LICENSEE understands and acknowledges any special City resources provided by the Coordinator shall be minor in nature and shall not detract from the Coordinator’s regular LFD duties. In the event, the Coordinator determines any special request from LICENSEE will involve additional expenses to City, the Coordinator may approve such a request only after reaching a written understanding with LICENSEE for City to be reimbursed in an agreed upon amount for its additional expense within thirty (30) days after City incurring the expense.

C. **City’s Right to Suspend Use of Fire Department Facilities and Ride-Alongs.** City reserves its right to suspend its grant of permission to film on, and any filming of or at any real property under the control or ownership of City (hereinafter, “City Property”) or to allow

any employee or agent of LICENSEE to do a ride-along in any LFD vehicle at any time, without advance notice, at the sole discretion of City. In case of such suspension of permission, LICENSEE and its personnel agree to follow the instructions of the LFD personnel in charge of the property or LFD vehicles, including immediate departure from the property or alighting from the LFD Vehicles, without challenge. Alternative and mutually convenient dates and times shall be re-scheduled following such a suspension if possible.

D. **Conditions for Use of City Property and LFD Vehicles.** LICENSEE may place any and limited equipment onto City Property or any LFD Vehicle; provided, however, all such equipment placed on or in City property or any LFD Vehicle shall not in any way unreasonably impede access to the property and City's or LFD's operation. LICENSEE agrees to remove the same after the completion of the filming and leave the City Property and LFD Vehicle in as good of condition as when received except for ordinary wear and tear.

E. **LICENSEE Personnel on City Property.** LICENSEE is prohibited from bringing to and utilizing on any City Property or LFD Vehicle any personnel, personal property, materials, or equipment except as reasonably necessary to accomplish the intended use(s) and filming stated herein, as approved by the LFD commander.

F. **LICENSEE'S Assumption of the Risks.** Given the nature of City Property, LFD Vehicles and the operational risks inherent in the LICENSEE'S use of City Property and LFD Vehicles for filming and those risks inherent in a ride-along, LICENSEE hereby acknowledges and agrees it is assuming all risks, on behalf of itself and any and all of its officers, employees and agents, whether foreseeable or not, whether implied or express, inherent or not, involved in its use of the City Property or LFD Vehicles or in designating or allowing employees or agents of LICENSEE to ride-along with LFD personnel. LICENSEE hereby waives all rights of recovery from and releases and forever discharges City, its officers and employees and agents, from any and all claims, (including worker's compensation or employer liability claims) demands, damages, causes of action, costs, losses of service or obligation (including any claim for attorney fees related thereto) which may or could result from or be caused by LICENSEE'S actions or omissions (including those of its employees and agents) in filming the Series pursuant to this Agreement.

3. ASSISTANCE BY LFD EMPLOYEES.

LICENSEE may request limited LFD Employees' assistance in filming the Series in a manner consistent with this Agreement. In addition, City understands and acknowledges

LICENSEE intends the focus of the television series to be on the LFD employees and, accordingly, LICENSEE may depict such employees in the course of their duties and follow and depict certain LFD employees designated by LICENSEE on a week-to-week basis on the condition that the LICENSEE obtains releases from each of such participants.

4. SPECIAL REQUESTS BY LICENSEE.

On limited occasions, LICENSEE may request City, through the LFD, to permit special access to LFD activities and departments, other than expressly those specified herein, during the production. City is, however, not obliged to grant such access if, in its discretion, the granting of the request(s) could impede or adversely affect the core operations of any City department or public safety.

5. LAWS, PERMITS AND THIRD-PARTY CLEARANCES.

A. **Permits.** LICENSEE is solely responsible and liable for obtaining and complying with all the applicable laws, including without limitation U.S., California and City of Lompoc labor, safety, intellectual property and business laws; and for paying fees for all permits, authorizations and clearances from appropriate regulatory authorities required for filming the Series at all locations, if any might be required.

B. **Third-Party Privacy Claim Clearances.** Where and when LICENSEE seeks to film or does film and airs film showing any private individuals, including City employees, but not including those associated with LICENSEE, before doing so, it will obtain from said individuals a proper and legally sufficient waiver and release prior to airing the Series or any episode thereof. Any authorization/consent obtained from a person being filmed and/or recorded by the LICENSEE is solely an agreement between such person and LICENSEE. City personnel shall not be involved in obtaining any form of consent on behalf of LICENSEE and shall conduct only tasks directly related to their normal duties. When this is not possible, it is City's understanding and expectation the faces of said individuals will be pixilated such that they would not be recognizable from the broadcast. City reserves the right to request copies of such releases in order to verify compliance with this provision, but the failure of City to request copies or identify faces not pixilated shall not absolve LICENSEE from its obligations under this Agreement.

C. **Filming of City Employees.** If any individual to be filmed is a City employee, LICENSEE shall execute the Release Form for Media Recording; as such Agreement is contained in Exhibit B attached hereto.

D. **Use of Private Property.** If LICENSEE desires to enter into or to film on any real property, vessel or vehicle which a third party (other than City's) holds the possessory rights, owns or controls, then LICENSEE is solely responsible for obtaining written permission and clearances to do so.

6. HANDLING OF INFORMATION; RIGHT FOR CITY REVIEW.

A. **Choice of Locations or Series Materials.** On occasion, City may deny choice of locations, episode materials or information sourced from City as well as ride-alongs, which it deems necessary to keep confidential in order to protect or maintain public safety, national security, public trust, or its practice or policies, including but not limited to, sensitive security or criminal investigation information, as well as for the protection of the rights and privacy of individuals, City personnel and others concerned.

B. **Private Information.** LICENSEE is solely responsible for obtaining clearances or waivers, according to generally acceptable entertainment industry standards, prior to using or disclosing any private, confidential, financial, personal, individually identifiable health information or criminal justice information of any person involved or filmed, including but not limited to any name mentioned in the Series. If any of such information originates with City, then, in addition to the aforementioned clearance procedure, LICENSEE shall also obtain clearance from City to use or disclose such information in connection with the Series.

C. **Ownership and Retention of Media.** LICENSEE will own, exclusively, irrevocably, and in perpetuity all rights in all MEDIA used in connection with the Series. (MEDIA for purposes of this Agreement shall include, but shall not be limited to, film, digital imaging, audio or video recordings of any kind, cassettes, photographs, cartridges, or any other kind of audio or video media storage). LICENSEE will be the author and will own the copyright of the MEDIA and each part of the MEDIA. Except as otherwise set forth herein, LICENSEE shall have no obligation to City, and shall not, maintain, keep, store, amass, stockpile, or accumulate any un-produced MEDIA longer than it takes to produce the Series, and in no event, after the date each episode of the Series is aired on television. Notwithstanding the foregoing,

LICENSEE has the sole responsibility to maintain and store any MEDIA that is subject to a court order or subpoena.

D. **Police or District Attorney Use of Ride-Along Filming.** If any ride-along results in useable footage of a crime investigation or arrest, and upon the receipt of a specific written request from City to do so, then LICENSEE shall be solely responsible for retaining and storing any footage captured while working with City and providing such film to City as requested. Otherwise, LICENSEE has the sole responsibility or discretion to either maintain or destroy any footage not provided to or requested by City or retained pending a court order or subpoena as set forth below.

E. **City's Right to Preview Episode Filming.** Within seven (7) calendar days of a ride-along or the filming of videotape at any City Property resulting in video filming, LICENSEE will provide City with a copy of the initial edited segments depicting the investigation or arrest proposed for broadcast. LICENSEE will make every reasonable effort to complete the initial editing as early as possible. The aforementioned edited segments will be provided by LICENSEE in individual segment specific DVD/CDs and will be identified by date and time of videotaping. If possible, City alarm/case number(s) and/or subject names will be provided with the edited footage. LICENSEE will provide the Fire Chief (or his/her designee) a legal attestation with each segment DVD that the provided edited segment constitutes all of the footage of the segment provided to City. The attestation will be a form letter advising that the only available footage of the arrest or contact is contained in what has been provided. In addition, said attestation shall provide the footage may have been edited for entertainment purposes, whether the segment was actually edited or not. City will not determine what, if any, footage is retained by LICENSEE.

F. **City Right to Request Changes in Filmed Episode.** Within a reasonable time, but no less than five (5) business days before each episode of the Series is distributed, displayed, broadcast, or placed in the stream of commerce for the general viewing public in any manner, LICENSEE shall promptly provide City (through the Fire Chief or his/her designee) with a copy of the episode of the Series for City's review and approval. City shall exercise its best reasonable efforts to expeditiously review and approve the submitted episode. In the event City reviews and disapproves any footage or scenes in the episode being reviewed, City shall promptly communicate in any reasonable manner to LICENSEE as to the particular footage or scenes at issue and the reason(s) for such disapproval, which parties herein agree to engage in

expeditious, good faith consultation and discussion regarding any changes required in order for any particular episode to be approved by City and be designated an “Approved Episode.” Each Approved Episode is an episode reviewed and approved by City pursuant to this Paragraph. If after said good faith consultation and discussion, City and LICENSEE cannot agree to changes that would allow the episode to become an Approved Episode, then City shall inform LICENSEE, with reasonable specificity, which footage City finds objectionable, and LICENSEE shall delete said footage from the episode. City may not disapprove any previously Approved Episode. Only Approved Episodes in their entirety may be distributed, displayed or placed in the stream of commerce; provided, however, that LICENSEE may use excerpts of any Approved Episode (by the excerpts themselves without combination with other materials) for advertising and promotional purposes of the Series and for internet or other digital distribution of the Series.

7. SERIES CREDITS AND NOTICE.

Subject to the credit policies of the network that telecasts, broadcasts or podcasts the Series, each copy of all episodes of the Series shall include (1) proper screen credit acknowledging cooperation from the LFD and (2) the following Trademark notice: *“All LFD marks, insignias and badges are trademarks of the City of Lompoc. Use permitted.”* LICENSEE shall use best effort to cause the network to afford credits to City. City acknowledges and agrees the aforementioned credit and trademark notice, including size, style, and placement thereof, shall be at LICENSEE’s and the network’s sole discretion. Any inadvertent failure to include such credit shall not be a material breach of this Agreement so long as LICENSEE takes reasonable action to cure the same on a prospective basis.

8. TERM OF THE AGREEMENT.

This Agreement shall be in full force and effect for a period of two years commencing on the date of its execution by the City Fire Chief (“Effective License Date”) unless sooner terminated by City or LICENSEE in accordance with the termination provisions of this Agreement. However, Approved Episodes may be exploited, in whole or in part, by LICENSEE in perpetuity (including in the advertising and promotion of the Series) subject to the continuing obligation to pay rebroadcast fees in accordance with this Agreement; provided, that any partial use of the Approved Episodes is not in combination of any other production, show or series.

9. INDEMNIFICATION AND INSURANCE.

A. **Indemnity.** LICENSEE shall defend and hold harmless City, and its City Council members, officials, officers, commissioners, agents, employees, representatives, consultants, assigns and associates thereof (“City Defendants”), against and from any and all loss, costs, damage, liability and expenses, including reasonable attorneys’ fees, with respect to any claim, action, proceeding whatsoever arising from any of the following: (i) LICENSEE’s use of the City Trademarks, (ii) LICENSEE’S use of City Property (whether real and personal) or any LFD Vehicle, (iii) LICENSEE’S use of City personnel and information, (iv) relating to City’s performance of this Agreement or, (v) arising in any way out of the production, filming or broadcast of the Series or any action of LICENSEE in connection with the filming or broadcast of the Series. Such claims, actions, and proceedings include, without limitation, those based on infringement of other’s intellectual property (including right of publicity) as well as any claim for a violation of personal privacy; it shall also include any possible violation of any collective bargaining agreements of the entertainment industry or union rules or labor rules, regulations or laws; tortuous acts or omission (including libel, slander, invasion of privacy and personal injuries).

B. **Insurance.** Prior to any use of City Property or any LFD vehicle ride-along LICENSEE shall provide proof of general liability insurance, acceptable to the City Attorney, in the minimum amount of One Million Dollars (\$1,000,000) which names the City and each of it’s officers, employees and representatives as an additionally insured and provides primary coverage and severability of interest clauses.

10. TERMINATION OF AGREEMENT.

Unless noted otherwise herein, either City or LICENSEE may terminate this Agreement on ninety-days’ (90-days’) written notice to the other party in the event of a material breach of any provision of this Agreement by the other party, but such termination shall not affect LICENSEE’S rights with respect to previously Approved Episodes.

11. EFFECTS OF TERMINATION

Except as otherwise set forth in this Agreement, upon any termination or expiration of this Agreement, all rights granted to LICENSEE shall forthwith terminate and immediately revert to City. Concurrently, except as to the perpetual right to use and ownership of “Approved

Episodes”, LICENSEE shall cease all use of City Trademarks, filming of City employees, and other use of City intellectual property in connection with all unapproved episodes of the Series and shall immediately remove the name of City and all of its Departments, and all City Trademarks from all copies of the unapproved episodes of Series, which may not be used, distributed, or publicly displayed. Notwithstanding the foregoing, any termination or expiration of this Agreement shall not affect any of LICENSEE’S rights in relation to any Approved Episode.

12. NOTICES.

All notices and statements to be given shall be given or made at the respective addresses of the parties as follows, unless notification of a change of address is given in writing, and the date of mailing shall be deemed the date the notice or statement is given:

CITY:

City of Lompoc Fire Department

ATTN: Fire Chief

115 S. G Street

Lompoc, CA 93436

LICENSEE:

Lompoc Firefighters Foundation

430 Oakhill Terrace

Lompoc, California 93436

13. NO JOINT VENTURE OR AGENCY RELATIONSHIP.

Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and LICENSEE shall have no power to obligate or bind City in any manner whatsoever. Further, under no circumstances will any of LICENSEE’S personnel act or hold himself or herself out to be an agent of City or any of its departments. Nothing in this Agreement may be construed to have authorized or vested in LICENSEE the power to be an agent of City or an actor under the color of law, be it civilly or criminally.

14. NO WAIVER.

None of the terms of this Agreement may be waived or modified except by an express agreement in writing signed and authorized and approved by the City Council of City and by LICENSEE. The failure or delay of a party hereto to enforce any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof and a party hereto may, within the time provided by applicable law, commence appropriate legal proceeding to enforce any or all of such rights.

15. ASSIGNMENT AND DELEGATION.

LICENSEE may not assign any of its rights including the license granted herein, nor delegate any of its obligations under this Agreement, without the prior written consent of City said consent not to be unreasonably withheld; provided, however, that LICENSEE shall have the right to assign this Agreement to one or more corporate or other business entities substantially owned or controlled by LICENSEE; and provided, that such business entities assume all of the obligations of LICENSEE hereunder. Notwithstanding the foregoing, LICENSEE'S right to distribute the Series and all Approved Episodes thereof or license (to its telecaster and/or distributor) is not encumbered by provisions in this paragraph, including assigning the Series and all rights incident thereto within the normal course of distribution and exploitation of the Series.

16. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regards to its choice-of-law principles. Any actions or litigation arising out of this transaction shall be filed in a court of competent jurisdiction in the County of Santa Barbara, California.

17. NO INTENDED THIRD-PARTY BENEFICIARIES.

Parties herein do not in any way intend to create or confer any benefits to any third party.

18. LIMITATION ON DAMAGES.

In no event will any party hereto be liable for or have any obligation to pay to the other consequential and/or incidental and/or special damages, all of which are expressly excluded, and the parties hereby waive any and all rights to recover any of such damages from the other.

19. INTEGRATION.

This Agreement embodies the entire understanding of the parties, and shall revoke and supersede all previous communications, representations, or understandings, either oral or written, between the parties.

20. SEVERABILITY.

If any term, clause, or provision hereof is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity or operation of any other term, clause, or provision hereof, and such invalid, illegal or unenforceable term, clause, or provision shall be deemed to be severed from the Agreement.

21. ATTORNEY'S FEES.

If any action arises between the parties regarding the terms of this Agreement, then the prevailing party shall be entitled to receive reasonable attorney's fees and court costs from the other party.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date and year first written above.

CITY OF Lompoc
A Municipal Corporation

Lompoc Firefighters
Foundation

Jeffrey States
Fire Chief

Judy Delp

ATTEST:

430 Oakhill Terrace
Lompoc, Ca. 93436

Stacey Alvarez
City Clerk

APPROVED AS TO FORM:
Joseph W. Pannone
City Attorney

By _____

Business Tax Compliance:
Certificate No. _____

By _____

Approved as to Insurance:

Risk Manager