

LICENSE AND INDEMNIFICATION AGREEMENT

THIS REIMBURSEMENT AND INDEMNIFICATION AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 2015, by and between the Village of Stickney, an Illinois municipal corporation (the "Village"), and TVM Productions, Inc., a _____ corporation (the "Studio") (individually, the Village and the Studio may be referred to as a "Party", and collectively as the "Parties.").

R E C I T A L S

WHEREAS, the Village, located in the County of Cook, State of Illinois, is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Studio is an entertainment production company and is currently filming a television show entitled "The Chicago Project" (the "Show"); and

WHEREAS, the Studio desires to film the Show and gather and base crew on certain Village owned property, specifically at or around the Village Police Station, located at 6533 West Pershing Road, Stickney, Illinois 60402 (the "Premises"); and

WHEREAS, the Studio desires parking spaces for sixty (60) vehicles for its staff and crew; and

WHEREAS, the Village has a certain parking lot located at or near the Premises which can accommodate the Studio's parking needs (the "Parking Spaces"); and

WHEREAS, the Studio has agreed to pay the Village for the use of the Premises and the Parking Spaces; and

WHEREAS, the Studio has also agreed to indemnify, hold harmless and defend the Village from and against any claims, causes of action, expenses, injures and/or damages incurred or in any way related to the Studio's use of the Premises and the Parking Spaces; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Recitals. The above stated recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.

Section 2. License. Subject to the terms, conditions and limitations contained in this Agreement, the Village hereby grants to Studio a non-exclusive, temporary license to use the Premises during the Term (as defined below) to film the Show (the “License”). The License shall include the right to enter upon the Premises, to bring equipment thereon, to erect thereon temporary motion picture structures and sets in order to use the Premises for the purpose of making still and motion pictures, commercials, trailers and soundtrack recordings (individually and collectively, the “Recordings”) in connection with the Show. The License shall include the use of the interior and exterior of the Premises, specifically including the lock-up and interrogation areas of the Premises. The License shall not include the use of names, signs, or verbiage obtained in or through the Recordings. The Studio may not use such names, signs, or verbiage without the express written permission of the Village. The License is revocable at will by the Village.

Section 3. Parking License. Subject to the terms, conditions and limitations contained in this Agreement, the Village hereby grants to Studio a non-exclusive, temporary license to use the Parking Spaces for parking for the Studio’s crew and staff members during the Term (as defined below) (the “Parking License”). All vehicles parked in the Parking Spaces or on Village owned property shall be parked at the sole risk of the owner, and the Village assumes no responsibility for any damage to, theft of or loss of vehicles. The Parking License is revocable at will by the Village.

Section 4. Effective Date. The effective date of this Agreement shall be the date set forth at the beginning of this Agreement (“Effective Date”).

Section 5. Term of Agreement. The term of this Agreement shall be from ____ a.m. until ____ p.m. on October 20, 2015 (the “Term”), unless otherwise terminated.

Section 6. Payment. The Studio agrees to pay the Village five thousand and no/100 U.S. dollars (\$5,000.00) for the Village’s grant of the License and the Parking License. Such payment shall be made payable to the Village of Stickney and shall be remitted to the Village within forty-eight (48) hours after the end of the Term.

Section 7. Termination At Will by the Village. Notwithstanding anything else to the contrary, the Village, in its sole, absolute and exclusive discretion, with or without cause, may terminate this Agreement at any time.

Section 8. Studio’s Duties. In addition to the Studio’s other duties, responsibilities and obligations as described herein: (A) the Studio shall be responsible for the repair, maintenance and/or costs thereof of any damage to any Village property, including the Premises and the Parking Spaces, or injury to any Village employee which is caused by the Studio, its members, invitees, employees and guests; (B) the Studio, the Studio’s guests, employees, independent contractors, officials, agents, representatives and invitees shall abide by and observe all rules and regulations established, from time to time, by the Village and shall comply with any and all

applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, now or hereafter in effect; (C) the Studio shall park its vehicles and/or trucks in the Parking Spaces or in other legal parking spaces; and (D) when not filming the Show, the Studio shall use reasonable efforts to minimize any blockage or vehicle back up on any Village right-of-ways during the Term.

Section 9. Authorizations. The Studio represents and warrants for the benefit of the Village that the Studio has obtained and shall maintain all required authorizations, licenses and registrations (collectively, the “Authorizations”) required to engage in the activities described herein, including, without limitation, all authorizations and registrations required to conduct business in Illinois in compliance with the Business Corporations Act of 1983 (805 ILCS 5/1.01 et seq.). The Studio shall indemnify and hold harmless the Village, its elected and appointed officials, directors, employees, attorneys and agents of, from, and against any costs, expenses, claims, or causes of action arising in connection with the Studio’s failure to obtain and maintain the Authorizations during the Term.

Section 10. Indemnification. Notwithstanding anything else to the contrary, the Studio agrees to defend, indemnify and hold the Village, its past, present and future elected officials, trustees, officers, employees, agents, representatives, attorneys, servants, successors and assigns harmless from and against any loss, liability, cost, damage, injury, or expense (including reasonable attorneys’ fees and court costs) that occurred or is alleged to have occurred in whole or in part in connection with the filming of the Show, the License, the Parking License or this Agreement. The Studio further releases, discharges, covenants not to sue and waives the Village, its past, present and future elected officials, trustees, officers, employees, agents, representatives, attorneys, servants, successors and assigns from and against any and all losses, liabilities, costs, damages, injuries, claims, demands, action or causes of action of every nature and character whatsoever that arose, in whole or in part, out of the filming of the Show, the License, the Parking License or this Agreement.

Section 11. Insurance. At all times during this Agreement and as a condition to the Agreement, the Studio shall procure and deliver to the Village, at the Studio’s sole cost and expense, and shall maintain in full force and effect until the termination or expiration of this Agreement, a policy or policies to be approved by the Village including commercial general liability insurance, property insurance, automobile liability insurance, and other standard industry insurance in amounts of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence and Three Million and No/100 U.S. Dollars (\$3,000,000.00) in the aggregate. The Studio shall list the Village under the general liability insurance policy as an additional insured as follows: “ADDITIONAL INSUREDS: Village of Stickney, its elected or appointed officials, officers, directors, agents, attorneys and employees.” Said insurance shall explicitly protect said additional insureds for vicarious liability, and shall stipulate that the insurance afforded shall be primary insurance and that any insurance carried by the Village, or by its agents or employees, shall be excess and not contributory insurance to that provided by the Studio. Prior to the start of the Term, the Studio shall furnish to the Village a certificate of

insurance indicating that the coverage is in effect and said insurance shall remain in effect during all periods during which this Agreement is in effect.

Section 12. Village Property. The Studio has examined and knows the condition of the Premises and agrees that the Studio has received the same in good condition and repair, and acknowledges that no representations as to the condition and repair, and no agreements or promises to decorate, alter, repair or improve the Premises or the Parking Spaces, have been made by the Village or an agent or representative of the Village prior to or at the execution of this Agreement. IT IS UNDERSTOOD AND AGREED THAT THE VILLAGE IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PREMISES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING, USAGE, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PREMISES WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PREMISES. THE STUDIO ACKNOWLEDGES AND AGREES THAT STUDIO SHALL USE THE PREMISES AND THE PARKING SPACES PURSUANT TO THE LICENSE AND THE PARKING LICENSE AND TO THIS AGREEMENT "AS IS, WHERE IS, WITH ALL FAULTS". THE VILLAGE IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PREMISES OR PARKING SPACES OR RELATING THERETO.

Section 13. Failure to Enforce Not a Waiver. Failure of either party to enforce any part of this Agreement is not a waiver of any right to enforce said part or any other part of this Agreement.

Section 14. Transfers by the Studio. The Studio shall not assign or otherwise transfer any of the Studio's rights under this Agreement without the prior written consent of the Village. The Studio shall in no event be released from liability under this Agreement.

Section 15. Default and Termination. If the Studio fails to cure any material breach of this Agreement within ten (10) calendar days after written notice thereof, the Village may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to the Village including, but not limited to, bringing a lawsuit against the Studio. If the Village prevails in such an action, the Studio shall reimburse the Village for all costs incurred by the Village in connection with a material breach by the Studio, including reasonable attorneys' fees.

Section 16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby but shall continue to be valid and enforceable to the fullest extent permitted by law.

Section 17. Authority to Enter Into the Agreement. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.

Section 18. Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. The Parties acknowledge that they had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable opportunity and length of time to have the terms of this Agreement considered and reviewed by legal counsel, if desired, and to consider, review, revise and sign this Agreement, and agree that this period has been reasonable and adequate. Therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Any action or claim arising under this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

Section 19. Third Party Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

Section 20. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

Section 21. Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

Section 22. Notices, Demands and Communications. Formal notices, demands, and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, secured personally, or dispatched by certified mail, return receipt requested, or by facsimile transmission or reputable overnight delivery service with a receipt showing date of delivery, to the Parties as follows:

If to the Village:
Village President
6533 Pershing Road
Stickney, Illinois 60402
708-749-4400 (phone)
708-749-4451 (fax)

With a copy to:

Michael T. Del Galdo
Del Galdo Law Group, LLC
1441 S. Harlem
Berwyn, Illinois 60402

If to the Studio:

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this section. Delivery shall be deemed to have occurred at the time indicated on the receipt for delivery or refusal of delivery.

Section 23. Prevailing Party. In the event of a dispute arising out of enforcement of this Agreement, the Parties hereto acknowledge and agree that the prevailing party shall be entitled to recover all costs, charges, expenses, and their reasonable attorneys' fees arising as a result thereof. Prevailing party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.

Section 24. Non-Waiver of Immunity. The Village by entering into this Agreement does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.).

Section 25. Confidentiality. The Parties hereby acknowledge that the Village is a public body and unit of local government and is therefore subject to the laws of the State of Illinois, including the Illinois Freedom of Information Act ("FOIA"). This Agreement and any related documentation may be released for public inspection in accordance with Illinois law.

Section 26. Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which shall be deemed to be an original. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Executed:

An Authorized Representative of the Studio

Date

Authorized Representative of the Village of Stickney

Date