

## FILM PERMISSION AGREEMENT

AGREEMENT made this \_\_ (DATE) \_\_ day of \_\_ (MONTH) \_\_ 20 \_\_, by and between the City of New York (herein “the City”), through the Mayor’s Office of Film, Theatre and Broadcasting, having its principal place of business at 1697 Broadway, 6<sup>th</sup> Floor, New York, NY 10019 and \_\_ (PRODUCTION COMPANY NAME) \_\_ (herein “ Producer”), having its principal place of business at \_\_ (PRODUCTION COMPANY ADDRESS) \_\_.

WHEREAS, the City owns registrations, pending applications and claims common law rights for certain trademarks including, the “Made in NY” trademark and service mark depicted in Exhibit A hereto (the “Trademark”);

WHEREAS, the Trademark is used to indicate the Producer’s participation in the City’s “Made in NY” program intended to promote the economic development of the City of New York through the development of incentive programs to promote film, television and theatrical productions in the City of New York;

WHEREAS, the Producer wishes to depict the Trademark in a motion picture entitled \_\_ FILM TITLE \_\_ (the “Film”).

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein and intending to be legally bound, the parties hereby agree as follows:

- 1) The City hereby grants to the Producer, and its subsidiary and affiliated entities (collectively, the “Producer”), the non-exclusive right to photograph, record, reproduce or otherwise use the Trademark in connection with the production, exhibition, exploitation, advertising and promotion of the Film, under the terms and conditions set forth below:
- 2) The Film shall depict the Trademark in the end credits of the Film in the manner required in paragraph 7 below.
- 3) This Agreement is without limitation as to time, territory or medium, except that if the Film is not released prior to December 31, 2011, the rights granted herein shall expire, and the Producer shall not use the Trademark in any manner in connection with the Film, without the written consent of the City.
- 4) The City represents and warrants, and the Producer acknowledges that (i) the City is the sole owner of all trademark and other intellectual property rights with respect to the Trademark, and any and all registrations and applications to register the Trademark, and (ii) such intellectual property rights are valid. The Producer shall do nothing inconsistent with or adverse to such ownership and validity.
- 5) Nothing in this Agreement shall be construed to grant the Producer any rights to use the Trademark apart from the Film.
- 6) The rights granted herein include the right to use excerpts or stills from the Film which may contain the Trademark in connection with the advertising or promotion of the Film. The rights granted herein do not include the right to use the Trademark on or in connection with any

merchandise, products or other items of any kind sold or otherwise distributed (other than as the Trademark appears in the context of credits in the Film by the Producer in connection with the Film or its commercial exploitation.

7) All copies of the Film distributed in any medium shall contain the Trademark in the same size and prominence as those of other organizations such as the Screen Actors' Guild or the Motion Picture Association of America,<sup>1</sup> and substantially the following credit: "The 'Made in NY' name, logo and insignia are trademarks of the City of New York and are used with the City's permission." All other aspects of such credit shall be at Producers' sole discretion. Should the Producer wish to acknowledge the assistance and cooperation of the City in the Film, the Producer should use the following language:

Special thanks to the NYC Mayor's Office of Film, Theatre and  
Broadcasting  
Michael R. Bloomberg, Mayor  
Katherine L. Oliver, Commissioner  
NYPD Movie & TV Unit

8) The City represents and warrants that the Trademark will not violate or infringe upon the rights of any third parties. The City agrees to indemnify the Producer from and against all claims, liabilities, damages or expenses resulting from any breach of the above-stated representation and warranty.

9) The Producer shall indemnify the City and its officers, directors, employees, agents and members from and against all claims, liabilities, damages or expenses arising from the Film and its commercial exploitation other than any resulting from the breach by the City of its above-stated representation and warranty.

10) The Producer shall not be entitled to assign, license or otherwise transfer any of the rights, granted under this Agreement; provided, however, that the Producer may assign any or all of this Agreement to (a) its parent company or any affiliate, subsidiary or other entity with an ownership interest in the Film; (b) for purposes of distribution and other exploitation of the Film; (c) in the event of any company reorganization, merger or acquisition; and/or (d) to any party which succeeds to all or substantially all of the Producer's assets.

11) In the event of any breach, termination or cancellation of this Agreement by the Producer, the City hereby acknowledges that its sole remedy shall be an action for damages and the City irrevocably waives any right to obtain equitable or injunctive relief. For the avoidance of doubt, the foregoing sentence does not limit the City from seeking any remedies it might otherwise have at law or in equity if the Producer engages in activity prohibited under this Agreement, above.

12) Nothing set forth in this Agreement is deemed to give the Producer any less rights than the Producer would have as a member of the general public.

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<sup>1</sup> For TV productions, substitute International Alliance of Theatrical Stage Employees and/or National Association of Broadcasting Employees and Technicians.

13) This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party. The parties agree that this Agreement shall be interpreted according to the laws of the State of New York for contracts executed and performed in New York without regard to choice of law principles. In the event of a dispute over the terms of this Agreement, the parties agree to the exclusive jurisdiction of the state and/or federal courts in New York County, New York, and courts with appellate jurisdiction over such courts, and agree that venue therein is proper and convenient.

Accepted and Agreed by both parties as of \_\_\_\_\_, \_\_\_\_ 2009

New York City Mayor's Office of Film, Theatre  
and Broadcasting

Producer Name

By: \_\_\_\_\_  
Name:  
Title:  
Address:  
Telephone:

\_\_\_\_\_  
Name:  
Title:  
Address:  
Telephone: