



PRODUCTION INFORMATION

Film or Television Production Title: _____

Network or Production Company Name: _____ Network or Production Contact Name: _____

Email Address: _____ Contact Phone: _____

Company's State of Incorporation (if applicable): _____ Contact Mailing Address: _____

City: _____ State: _____ Zip: _____

Program Type: Film TV Series Other: _____

Distribution Platform: Theatrical Television Streaming Estimated Release or Premiere Date: _____

PLEASE COMPLETE BOTH OF THE FOLLOWING TABLES

Shoot Days Summary

| | |
|----------------------|--|
| Total Shoot Days | |
| Total NYC Shoot Days | |

Budget Summary

| | |
|--|--|
| Total Below-the-Line Costs | |
| Total Below-the-Line Costs Incurred in NYC | |

Has the applicant submitted this application at least 4 weeks prior to final cut of the production? Yes No

Has the applicant's film been accepted and premiered at a juried professional film festival? Yes No

Film Festival Website link: _____

MOME will review applications in the order they are received. Applicants must apply for this program at least 4 weeks prior to the final cut of production (i.e., final edited version of the film). Any applicant who meets the criteria of having their film accepted into a juried professional film festival must provide a website link to the film showing that their film has been accepted OR an acceptance letter or email from the juried professional film festival providing confirmation that such film was accepted. **This application form is subject to disclosure pursuant to the New York Freedom of Information Law. This application does not constitute a binding agreement unless and until signed by the NYC Mayor's Office of Media and Entertainment.**

ELIGIBILITY CRITERIA

By ticking the boxes below, the applicant confirms that it meets the eligibility criteria for the use of the "Made in NY" logo for Film and Television.

- Applicant meets one of the following criteria:** A threshold budget of \$50,000 in production costs or the applicant's film is accepted into a juried professional film festival. **(1) Threshold Budget:** A production must have below-the-line, pre-and/or post-"production costs" of at least \$50,000 incurred in New York City. "Production costs" means any costs for tangible property used and services performed directly and predominantly in creating the production. "Production costs" generally include below-the-line costs, as defined by industry standards (e.g., technical and crew production costs such as expenditures for film production facilities, props, makeup, wardrobe, film processing, camera, sound recording, set construction, lighting, shooting, editing, and meals). "Production costs" do not include (1) costs for a story, script, or scenario or (2) wages, salaries or other compensation for writers, directors (including music directors), producers, actors and performers (other than background actors and performers with no scripted lines); **OR (2) Juried Film Festival:** An applicant's film or television production must have been accepted and premiered at a juried professional film festival.

- Adequate Nexus to New York City:** A film has an adequate nexus to New York City if it meets either of the following criteria: (1) At least 75% of total shooting days take place in New York City; OR (2) At least 75% of its total "production costs" (see definition above) are incurred directly in New York City and are attributable to the use of tangible property or the performance of services within New York City directly and predominantly in the production (including pre-production and post-production).

COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

By ticking the boxes below, the applicant confirms that its film or television production complies with other program requirements if its application is approved:

- Type of Production:** The production is a feature-length film, television film, television special, and/or episodic television or streaming series. If it is exclusively distributed over the Internet, it must be distributed through a paid subscription-based streaming service or advertiser-supported streaming service. If the production is a television series, the applicant has not previously submitted an application in the past 12 months.
- Made in NY" Acknowledgment:** The applicant will include the following in the qualified film's end credits (1) the "Made in NY" logo and (2) the phrase, "The 'Made in NY' logo is a trademark of the City of New York and is used with the City's permission."
- Completion Date:** A production must have been completed no earlier than 12 months prior to application to the "Made in NY" Logo Program.
- No Sexually Explicit Conduct:** A production for which records are required under Section 2257 of Title 18 of the United States Code is not eligible.
- Terms and Conditions:** If the Mayor's Office of Media and Entertainment approves my application, applicant agrees to the terms and conditions attached.
- By signing this application, I affirm that all of the information is true to the best of my knowledge and I represent that I have the authority to bind the film or television production company identified in this application.

Please sign below and email this application to minycredit@media.nyc.gov at the Mayor's Office of Media and Entertainment to proceed.

PRINT NAME _____

DATE _____

SIGNATURE _____

TITLE/COMPANY _____

APPROVED BY MAYOR'S OFFICE OF MEDIA AND ENTERTAINMENT

SIGNATURE _____

NAME/TITLE _____



Mayor's Office of Media and Entertainment
1 Centre Street, 26th Floor
New York, NY 10007

Terms and Conditions

1. Parties: This Agreement (“Agreement”) contains the terms and conditions by which the City of New York (“City”), a municipal corporation acting by and through the Mayor’s Office of Media and Entertainment (“MOME”), with a principal place of business at 1 Centre Street, 26th Floor, New York, NY, 10007 is willing to grant you (“Producer”) a license to use the City’s “Made in NY” trademark and service mark (“Trademark”) and/or name in the film or television production (“Film”) noted on the Made in NY Trademark Program for Film and TV Application (“Application”). By signing the Application, the Producer acknowledges that the Producer has read and accept the terms and conditions of this Agreement in its entirety.
2. 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 and television productions in the City of New York. A current version of the Trademark is set forth on <https://www1.nyc.gov/assets/mome/pdf/MINY-Trademark.pdf> and made part of this Agreement.
3. Grant of License:
 - a. The City grants the Producer a non-exclusive, royalty free, license and right to photograph, record, reproduce or otherwise use the Trademark solely in connection with the production, exhibition, exploitation, advertising, and promotion of the Film.
 - b. The rights granted herein include the right to use excerpts or stills from the Film that 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 or in connection with the Film or its commercial exploitation).
 - c. 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, if and as applicable, and substantially the following credit: “The ‘Made in NY’ logo is a trademark of the City of New York and is used with the City’s permission.” All other aspects of such credit shall be at the Producer’s 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 City of New York
Mayor’s Office of Media and Entertainment
NYPD Movie & TV Unit

4. Term of License: The license granted by this Agreement shall commence on date that the application is clicked/submitted (the “Effective Date”). This Agreement is without limitation as to time, territory or medium, except that if the Film is not released two years after the Effective Date, the rights granted herein shall expire, and the Producer shall not use the Trademark in any manner in connection with the Film, without the separate written consent of the City.
5. Limitations on License: The Producer agree to comply with the following, which are conditions of the license granted by this Agreement:
 - a. The Producer may only use the Trademark and MOME name in strict conformity with the City of New York Official Licensing Style Guide as provided by the City or as set forth on the following web page: <https://www1.nyc.gov/assets/mome/pdf/Exhibit-C-NYC-Style-Guide-Made-in-NY.pdf> or at such other manner as the City may notify the Producer.

- b. The Producer may not 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 (i) its parent company or any affiliate, subsidiary or other entity with an ownership interest in the Film; (ii) for purposes of distribution and other exploitation of the Film; (iii) in the event of any company reorganization, merger or acquisition; and/or (iv) to any party which succeeds to all or substantially all of the Producer's assets.

6. Trademark:

- a. The Producer acknowledges and agrees that the City owns registrations, pending applications and claims common law rights for certain trademarks including the Trademark. Except for rights expressly granted in this Agreement, the City reserves all rights in its respective Trademark and other intellectual property rights. The Producer may use the Trademark only as expressly authorized by this Agreement, or as otherwise approved in writing in advance by the City. All uses by the Producer of the Trademark will inure to the benefit of the City.
- b. The Producer agrees that the Producer shall not do any of the following in any market or jurisdiction in the world with respect to the Trademark: (i) attack ownership of or rights to the Trademark; (ii) file an application for registration of the Trademark with the trademark office of any country, or file an application to register the Trademark as a domain name in any country or with any domain name registrar; (iii) use in any manner or file an application for registration of the Trademark that is confusingly similar to the Trademark; (iv) take any action that would bring the Trademark into public disrepute; or (v) take any action that would tend to destroy or diminish the goodwill in the Trademark.
- c. All materials, if any, provided by the City to the Producer under this Agreement, and all proprietary rights in and to all such materials shall remain the sole and exclusive property of the City, subject only to the non-exclusive rights granted to the Producer under this Agreement.

7. Representations, Warranties, and Indemnification:

- a. The Producer hereby represents and warrants to the City that the Producer (i) has the right and authority to enter into this Agreement and to perform the Producer's obligations as set forth herein; (ii) is under no obligation or restriction that does or would interfere or conflict with the Producer's obligations under this Agreement, nor will the Producer assume any such obligations or restrictions during the term hereof; (iii) and its performance hereunder shall not conflict with the rights granted to any other person or entity, including but not limited to intellectual property rights for any materials furnished or used by the other party in the performance of this Agreement; (iv) the information provided by the Producer on the Application and in connection with this Agreement is true, correct and complete; (v) the Film meets the definition of a production as noted on the Application and all criteria for participation in the program as noted on the Application; and (vi) the Film and its commercial exploitation will not violate or infringe upon the rights of any third parties.
- b. 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.
- c. The City represents and warrants that the Trademark will not violate or infringe upon the rights of any third parties. To the extent permitted by law, 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.
- d. To the extent permitted by law, the Producer shall indemnify the City and its officials, employees, and agents from and against all claims, liabilities, damages or expenses arising from the (a) any misrepresentation or breach of the Producer's representations or warranties set forth in the Agreement;

and (b) the Film and its commercial exploitation other than any resulting from the breach by the City of its above-stated representation and warranty in Section 7(b) and (c).

8. Termination:

- a. The City may, in its sole discretion, terminate this Agreement or modify the Producer's license to use the Trademark at any time upon written notice to the Producer.
- b. The Producer may terminate this Agreement at any time upon thirty (30) days' prior written notice to the City.
- c. 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 violates this Agreement.

9. Notice: Any notice required or permitted by this Agreement shall be in writing by personal delivery, reliable overnight courier with all fees prepaid, United States certified mail (RRR), postage prepaid, or electronic mail, with confirmation of receipt, at the address of each party set forth in the Application. A notice will be deemed to be effective when it is signed for by the receiving party to the address of such party as set forth above or to any subsequent address designated by either party, on notice to the other pursuant hereto, for the purpose of receiving notices under this Agreement. If the receiving party rejects or otherwise refuses to accept the notice, or if the notice cannot be delivered because of a change in address for which no notice was given, the notice will be deemed to have been received upon that rejection, refusal or inability to deliver.

10. Governing Law: 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.

11. Miscellaneous:

- a. 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.
- b. 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.
- c. If any provision of this Agreement shall be held by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall remain in full force and effect.
- d. No waiver by either party of any breach of any provision of this Agreement will be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of the Agreement unless and until the same is agreed to in writing and signed by the parties.
- e. This Agreement must not be construed as one of partnership, joint venture, or agency between the parties.