

LOCATION AGREEMENT

DATE:

NAME: Sheriff Brian Kozak, Laramie County Sheriff's Office ("Sheriff")

ADDRESS: 1910 Pioneer Ave, Cheyenne, WY 82001

PHONE:

EMAIL:

1. Sheriff hereby grants to Blue Titanium Media LLC ("Producer") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns, the right to film/tape and record the principals, employees, contractors, inmates and vendors ("Personnel") at and around the Laramie County Detention Center ("Property"), including as the Personnel engage in their day to day business and interact with each other and others who visit Property for the purpose of photographing and recording certain scenes in connection with a television program (the "Program") during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefor. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Producer and Sheriff agree as follows. Sheriff hereby grants to Producer the right to initially enter and use the Property on the days and hours mutually agreed upon by the parties (the "Filming Dates"). Sheriff acknowledges that the Filming Dates may be approximate and may change upon mutual agreement of the parties. The Producer and its associates as indicated herein, agree that no individual or group of individuals may enter the "property" without the knowledge of and consent of the Sheriff. The Producer agrees and warrants that individuals that the Producer intends to introduce into the property, may in the complete discretion of the Sheriff, be required to submit to a background check and said individuals will participate fully in any necessary information or agreements required for said background check. Further the Sheriff retains full discretion to prohibit or restrict entry by any individual associated with Producer and that substance of this agreement and any such individuals entering the "property" shall execute the "release and waiver" attached here in as Exhibit A.

2. All physical embodiments of filming, recording and photography on or of the Property shall hereinafter be known as the "Materials." Sheriff also grants Producer a perpetual, non-exclusive, right and license to use any materials provided by Sheriff to Producer in and in connection with the Program ("Sheriff Materials") and any advertisements or promotions therefor. Sheriff acknowledges that Producer shall own all rights of every kind in and to the Materials, including copyright and all other intellectual property rights in the Materials which shall be and remain vested in Producer. Producer shall have the irrevocable right to exploit the Materials and Sheriff Materials throughout the world, an unlimited number of times, in perpetuity in any and all media (now known or hereafter invented) in connection with the Program, or otherwise, including without limitation, for advertising and promotional purposes. Notwithstanding Producer's ownership of all rights in and to the Materials, for the avoidance of doubt, where applicable, Sheriff shall retain ownership of all Sheriff's trademarks and logos ("Sheriff's Marks") as may be incorporated in the Materials or Sheriff Materials. Producer may use Sheriff's Marks either orally and/or visually in and in connection with the Materials, Sheriff Materials, the Program and in connection with the distribution, exhibition, advertising and exploitation of the Program, by any means or media (now known or hereafter invented) in perpetuity, throughout the world. Neither Sheriff nor Sheriff's representatives shall use Producer's or any affiliated companies' names, logos, trademarks or other proprietary marks in any manner without Producer's prior written approval. The Materials and Sheriff Materials may be edited, cut, rearranged, adapted, dubbed or otherwise revised or modified by Producer in its sole discretion, and Sheriff waives the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated in any jurisdiction in the world. Producer will own any so called "rental and lending rights" or similar rights with regard to the Materials, the Sheriff Materials, and the Program.

3. With the prior advisement and consent of the Sheriff Producer may place all necessary facilities and equipment on the Property and agree to remove the same after completion of its use and leave the Property in as good of condition as when entered upon by Producer, subject to reasonable wear and tear. Sheriff retains full discretion in regard to providing consent to Producer if Producer needs to make minor, temporary changes to the Property for purposes of photographing and recording the Materials and Sheriff Materials, including without limitation, placing filming signage on the Property, provided that Producer restores the Property in accordance with the provisions of this subsection. Producer will use reasonable care to prevent damage to the Property and will indemnify Sheriff, and all other parties lawfully in possession, of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on

Producer's part in connection with Producer use of the Property.. Producer is required to obtain and will be solely responsible for obtaining written releases from all persons, including, but not limited to, Sheriff's employees, inmates, contractors, vendors, and individuals present in or upon the Property who may appear in or be filmed or photographed by Producer in connection with the Program. Producer understands and agrees that the Sheriff will so inform individuals present in the facility during filming of their right not to agree to the execution of such a release.

4. Sheriff may not enjoin, restrain or interfere with the production, promotion, distribution, exhibition or exploitation of the Program.

5. Producer may at any time elect not to use the Property by giving Sheriff written notice of such election, in which case, neither party shall have any obligation hereunder. Sheriff further acknowledges that Producer is not obligated to actually use the Property or produce the Program or include the Materials or Sheriff Materials in the Program for which it was shot or otherwise.

6. Sheriff acknowledges that Producer is photographing and recording such scenes in express reliance upon the following. Sheriff represents and warrants that (a) the undersigned has all rights and authority provided under applicable law to enter into this Location Agreement and to grant the rights granted hereunder (b) Sheriff has taken all reasonable precautions within its ordinary course of business to maximize safe conditions of the Property, in advance of Producer's entry on the Property on the Filming Dates, (c) to the best of its knowledge the Sheriff, in association with its day-to-day business practices, the Property is maintained and operated in compliance with all federal, state and local laws, rules, regulations, codes and ordinances (including without limitation, those relating to health and safety). As indicated herein, the Producer and individuals entering the property are required to execute a release and waiver on the grounds that presence in a detention facility is acknowledged by all parties to be a potentially hazardous proposition. The Producer and any associates of the Producer entering the property acknowledge this reality, and waive all potential claims in association with danger of damage for inherent risks in a detention facility, as indicated in the executed releases and waivers required to enter the facility.

7. All decisions whatsoever, whether of a creative, editorial, or business nature, regarding the Program and exploitation thereof, shall be made solely by Producer. Producer acknowledges and agrees that the Sheriff, in its full discretion in the operation of the Property may determine that filming or presence in particular areas or particular times in the Property may impair the security or operational functioning of the Property and thereby bar or prevent Producer and/or Producer's associates from presence and/or filming thereon. After Producer has a near final version of each episode of the Program (each an "Episode") and is prepared to submit such near final version of each Episode to the network for airing, Producer shall arrange for the Sheriff or a designee to screen a copy of the footage recorded at the Property contained in the near final version. Producer shall make all reasonable efforts to notify the Sheriff at least seven days prior to the submission of any "near final" version to the network to provide the Sheriff in a form useful to the Sheriff's department it copy of or secure link to the "near final" version for the Sheriff's review. Due to very tight production schedules in connection with the Program and other exigencies of production, Sheriff agrees to notify Producer within forty-eight (48) hours of any content Sheriff finds objectionable on the basis that the public airing of such material would result in a significant security risk for the Property, would be factually inaccurate or has been edited in a manner which would imply or infer factual inaccuracy, as to the operations of the Property. Producer shall use good faith efforts to edit such material to address the Property's concerns prior to the airing of the Episode, provided that Producer shall have sole editorial discretion to determine the editorial content of the Program and each Episode thereof including, but not limited to, tone, theme, featured events and storyline.

8. To the degree permitted by law, Sheriff agrees to maintain the secrecy of all confidential information and any information related to the Program (whether confidential or not), including, without limitation, the identity of any Program participants, Property's participation in the Program, the events contained in the Program, and any information about Producer and/or network that Sheriff may learn in connection with its participation in the Program. Sheriff shall not issue any public statements (including without limitation via e-mail, the Internet, and/or any social networking site such as Facebook or Twitter) about the Program, Sheriff's participation or potential participation therein, or any other aspect thereof prior to the initial airing or publication of the Program, without Producer's written permission. Sheriff understands and agrees that network will control issuance of all publicity, press releases and press conferences related to the Program. Notwithstanding the foregoing, prior to the initial airing or publication of the Program and to the degree permitted by law, the Sheriff agrees to exercise reasonable efforts in responses to inquiries by limiting responses to acknowledging the Sheriff's participation in

the Program in response to media or other inquiries. Subsequent to the initial airing or publication of the Program or in the event a decision is made that the Program shall not be aired or publicized, the Sheriff may, discuss their participation in the Program or its contents (other than any confidential information of Producer) without restriction or the consent of the Producer. Producer understands and acknowledges, that Sheriff employees and any inmates or citizens have independent First Amendment rights. Neither the Sheriff nor Laramie County have the ability to restrict or sanction such First Amendment rights possessed by employees outside the confines of the scope of their duties with the Sheriff. Producer acknowledges that as a matter of policy, the Sheriff shall, within the confines of the law, take reasonable efforts to comply of the restrictions on commentary included herein; however, it shall not be considered breach of this agreement if individuals or employees of the Sheriff, in their personal capacities make statements or commentary which might be considered violative of these provisions. Sheriff shall have no right to use the trademarks, logos, or trade names of Producer or the network or any of their parents, subsidiaries, related or affiliated entities or the names or logos related to the Program for any purpose whatsoever.

All provisions hereof concerning the Materials, Sheriff Materials, the Program and the potential inclusion of the Property in the Program shall be kept strictly confidential by Sheriff and Sheriff's representatives as provided in this Agreement. Prior to the initial airing or publication of the Program, neither Sheriff nor Sheriff's representatives shall issue any press releases or public statements about Producer, or the Program without Producer's prior written permission. Producer acknowledges that the Sheriff is subject to mandatory public records, transparency, and disclosure obligations under applicable law, including the Wyoming Public Records Act, and nothing in this Agreement shall be construed to limit or restrict the Sheriff's compliance with such obligations; provided that the Sheriff shall endeavor to keep Producer reasonably informed when disclosures directly involving Producer- or Program-related materials are received.

9. TO THE EXTENT PERMITTED BY LAW SHERIFF HEREBY RELEASES AND FOREVER DISCHARGES PRODUCER AND ITS ASSIGNS AND LICENSEES, FROM AND AGAINST ANY AND ALL CLAIMS, LIENS, AGREEMENTS, CONTRACTS, ACTIONS, SUITS, COSTS, ATTORNEYS' FEES, DAMAGES, JUDGMENTS, ORDERS AND LIABILITIES OF WHATEVER KIND OR NATURE IN LAW, EQUITY OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN (COLLECTIVELY, THE "RELEASED CLAIMS") ARISING OUT OF OR IN CONNECTION WITH SHERIFF'S (1) PARTICIPATION AND APPEARANCE IN THE PROGRAM OR (2) PRODUCER'S, PRODUCTION, DISTRIBUTION, AND EXPLOITATION OF THE PROGRAM, REGARDLESS OF THE CAUSE OF ACTION (WHETHER BASED ON THE COMMON LAW OR FEDERAL OR STATE STATUTE). NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO: (I) WAIVE OR LIMIT THE SHERIFF'S SOVEREIGN OR GOVERNMENTAL IMMUNITY; OR (II) RELEASE CLAIMS THAT CANNOT BE RELEASED AS A MATTER OF LAW.

10. Confidentiality: Both parties agree and understand that Property is a place where many forms of confidential and privileged information are present. These include provisions in law preventing the unauthorized release of information, including but not limited to, "Criminal History Record Information" (see W.S. 7-19-101 et seq.) information associated with Involuntary Commitments, (see W.S. 25-10-101 et seq.), psychological and medical information, (see W.S. § 16-4-203(d)(iii) and 45 CFR §160, 164. (HIPAA)). The Producer acknowledges that in the course of actions within the Property, personnel of the Producer may encounter, either incidentally or directly, information and knowledge which may be confidential and privileged and therefore not subject to release. For example, interviewing an inmate in custody may result in information which would be privileged pursuant to the Criminal History Record Information act. If such individually identifiable information is to appear in the final production, the Producer is responsible for obtaining the proper releases and waiver of confidentiality from such a party. There may be other circumstances in which the Producer or their personnel may encounter information which is protected under federal law, for example medical or psychological information which would be privileged pursuant to federal law HIPAA or state law. If no release or waiver is acquired in regard to any such individually identifiable information, that information would need to be excluded from the final Program. This necessity for proper releases and waivers from individuals connected to privileged information or the inability to use information which is otherwise privileged in any final Program, in the absence of such waivers is recognized by the Producer as a responsibility and obligation. The Producer fully agrees and warrants that it shall not use, produce or publish any information of a privileged or protected nature in the absence of a proper release and waiver from individuals subject to, or the source of that information. Further, Producer agrees to fully indemnify

and defend the Laramie County Sheriff's Department from any claim or suit resulting from the improper release of otherwise privileged or confidential information.

10. This is the entire agreement. This Location Agreement and the acknowledgements, representations, releases, permission and agreements made herein shall be irrevocable and binding upon Sheriff, its licensees and representatives. Termination of this Location Agreement, for any reason, shall not affect Producer's rights in the Materials or Sheriff Materials. This paragraph shall survive the termination or the expiration of this Location Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and each of their respective successors and assigns. This Agreement is personal to the Office of the Sheriff signatory to this Agreement is not assignable by this Sheriff and any purported assignment by this Sheriff shall be null and void ab initio. Producer may assign its rights in the Materials, Sheriff Materials, and/or Program, in whole or in part, to any individual or entity, in connection with distribution of the Program. Disputes regarding any alleged breach of the terms of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming applicable to contracts. All actions, proceedings or litigation brought by any party hereto relating to such disputes regarding the alleged breach of the terms of this Agreement shall be instituted and prosecuted exclusively within the State or federal courts situated within Laramie County in the State of Wyoming, and the parties hereby agree and submit to the jurisdiction and venue of such courts for such purposes.

11. Producer agrees to provide, prior to commencement of work pursuant to this Agreement, to the Sheriff, a certificate of insurance, and if requested by the County, a copy of the policy, indicating coverage for both liability and property damage sufficient, in the full discretion of the County, to provide sufficient indemnity for any of the exposures which may be incident to both Producer's presence in the Property and the subsequent release of any final product to the public. The basic minimum for insurance coverage is indicated in Exhibit B to this Agreement. Both parties agree that this is a material inducement to the execution of this agreement and any failure by the Producer to produce and/or acquire and/or maintain sufficient insurance shall not eliminate the Producer's liability in the event of any claim resulting from the actions taken pursuant to this agreement.

12. Governmental Immunity: Laramie County and the Sheriff expressly reserve, and do not waive governmental immunity by entering into this Agreement. The County and Sheriff expressly reserves governmental immunity pursuant to applicable law including but not limited to Wyo. Stat. § 1-39-104. The County and Department specifically retain all immunities and defenses available to them as governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that Laramie County and its agencies, divisions, employees and elected officials, have governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of governmental entities in the State of Wyoming to agree to certain terms and conditions including, but not limited to, the following: liability for damages; choice of law; conflicts of law; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; indemnification of another party; and confidentiality.

Regardless of the terms in this agreement and its execution, terms and conditions exceeding the authority of a governmental entity will not be binding on Laramie County and its agencies and divisions. Nothing in this agreement shall be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

signature page

LARAMIE COUNTY, WYOMING

By: _____
Gunnar Malm, Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date _____

ACCEPTED AND AGREED TO BY PRODUCER:

Print Name: _____

Title: _____

By: _____

Date _____

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____
Mark Voss
Laramie County Attorney

Date _____