

Good Caper Content
5250 Lankershim Blvd., 3rd Floor
North Hollywood, CA 91601

As of March 24th, 2021

Oklahoma County Sheriff's Office
2101 NE 36th
Oklahoma City, Oklahoma 73111
Ph: (405) 869-2513

Attn: Sheriff Tommie Johnson III

Re: "Untitled DW Project" Access Agreement

Dear Sheriff Tommie Johnson III,

This letter agreement ("Agreement") sets forth the terms and conditions between Good Caper Content ("Producer") and the Oklahoma County Board of County Commissioners ("BOCC"), on behalf of the Oklahoma County Sheriff's Office (the "Department"), in connection with the filming and recording by Producer of the television series currently titled as "Untitled DW Project" (the "Series") in and around Oklahoma County, Oklahoma. The Series is intended for initial exploitation on one of CBS Broadcasting Inc.'s Programming Services (the "Network"). In consideration of the promises and covenants set forth in this Agreement, the sufficiency of which is acknowledged by all parties, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon the date set forth above and shall continue for a period of one (1) year (the "Term"). Upon the written mutual agreement of **BOCC**, on behalf of Department, and Producer, the Term of this Agreement may be extended for one (1) additional one (1) year period.
2. Access. The Department hereby grants and shall facilitate Producer's access to the Department generally, including, without limitation, access to the Department premises and/or locations owned and/or controlled by the Department so that Producer may film and record for the Series during the Term. Producer hereby recognizes that some officers, personnel, employees, agents and citizens may refuse to be filmed and that the Department has no obligation to compel them to do so. Notwithstanding the foregoing, to the extent Producer does not interfere with the regular operations of the Department nor the regular work obligations of Department personnel, the Department grants Producer access, as approved and authorized by a representative of the Department ("Department Representative"), to Department officers, personnel, employees and agents (collectively, the "Personnel") necessary for the Series during the Term and any extension thereof. The Department shall authorize Personnel to allow video and audio to be recorded during production in all circumstances and locations related to the Series as Producer may reasonably require to capture and document the Department and its Personnel in the context of the Series.

3. Producer's Obligations.

a. Any filming by Producer and the work of Producer's personnel shall not interfere in any manner with the execution and performance of the Department's and Personnel's duties.

b. Producer acknowledges and agrees that it may not, during the course of filming, put the Department to any expense it would not otherwise ordinarily incur and any filming in connection herewith shall be done at no cost to the Department.

c. Producer shall be responsible for obtaining any necessary consents for persons filmed for inclusion in the Series, including the written consent of Department Personnel featured in the Series, and such consent by the Personnel is hereby expressly authorized by the Department.

4. Rights.

a. Producer intends to (i) produce footage concerning the Department and its Personnel at work, and (ii) capture any and all footage of the Department, Department Personnel and Department operations to produce the Series. The Department hereby agrees and consents, and shall authorize the Department Personnel to agree and consent, to the filming and audio and visual recording of the Department, the Department Personnel and the Department Personnel's voices and likenesses (all of the foregoing, the "Footage") and the use of the Footage in whole or in part. The Department irrevocably grants to Producer, and shall authorize Department Personnel to grant to Producer, all rights and consent or waive the same so as to permit the fullest use of the Footage or any part(s) thereof in all media, worldwide, in perpetuity. The Department agrees, and shall authorize the Department Personnel to agree that the Footage, the Department Personnel likeness(es), photograph(s) and biographical material about the Department and Department Personnel may be used for promotional purposes relating to the Series. Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, Producer's rights in and to the Footage as set forth herein, and Network's right to exploit the Footage and/or Series, shall survive the expiration or earlier termination of this Agreement.

b. The Department agrees that, as between the Department and Producer, Producer shall own all right, title and interest in and to the Series and all elements thereof and relating thereto (collectively the "Material"), and the Material will be solely created by the undersigned as a "work made for hire" for Producer for use as part of an audio/visual work within the meaning of U.S. Copyright Law, with Producer being deemed the sole author, and, at all stages of completion, the sole and exclusive owner, of the Material and of all rights of every kind or nature, whether now known or hereafter devised (including, without limitation, all copyrights, moral rights and all extensions and renewals of copyrights) in and to the Material in perpetuity and throughout the universe and in all languages, with the right to use, exploit, promote and advertise the Material and the Series, in any form and media, whether now known or hereafter devised, without any obligation whatsoever to the undersigned or any person or entity claiming through or on behalf of the undersigned.

If, under any applicable law, the fact that the Material is a “work made for hire” is not effective to place authorship and ownership of the Material and the Series and all rights therein in Producer, or in the event that it is determined that the Material or any part thereof does not constitute a “work made for hire” for Producer within the meaning of the copyright laws of the United States, then to the fullest extent allowable and for the full term of protection otherwise accorded to the undersigned under such applicable law, the undersigned hereby assigns to Producer irrevocably, exclusively and perpetually all rights of every kind in and to the Material throughout the universe and any and all of the undersigned’s right, title and interest in the Series and any other works now or hereafter created containing the Material. Nothing in this Agreement shall be construed as granting a perpetual right of use beyond what is specifically stated.

c. The Department irrevocably grants Producer the right to use the Department’s proprietary intellectual property, names, trademark(s), logos or trade names as well the names and images of the Department (collectively, the “Department Images”) in and in connection with the Series and for promotional purposes relating to the Series, as Producer may determine in its sole discretion. For the avoidance of doubt, it is understood and agreed that the Department Images are solely owned and/or controlled by the Department, provided, however, that Producer shall have the right to use or refer to Department Images visually and/or in dialogue in and in connection with the Series and for promotional purposes relating to the Series as Producer shall determine in its sole discretion.

d. As between the Department and Producer, the parties acknowledge and agree that any and all audio and visual recordings, the Footage, the Material, any element of the Series and any promotional content relating to the Series (all of the foregoing, the “Series Materials”) shall be the sole and exclusive property of the Producer at all times. The Department hereby acknowledges and agrees that Producer is the sole owner of the Series Materials and at no time, past, present or future, shall the Department have an interest in, ownership of and/or access to the Series Materials.

5. Department Review.

a. The Department shall have the right to review a near final version of the applicable scenes of the episode(s) in which the Department is featured (each, an “Episode”) of the Series to verify the factual accuracy of the investigation contained in the Footage included in the applicable Episode. Producer shall arrange for a Department Representative to screen a copy of the applicable Episode. Due to very tight production schedules in connection with the Series and other exigencies of production, the Department agrees to return any comments to Producer within forty-eight (48) hours of the Department’s receiving a cut of the applicable Episode (the “Review Period”). If Producer does not receive comments within the Review Period, the Footage in such Episode shall be deemed approved. If the Department Representative provides timely comments pursuant to this paragraph, Producer shall meaningfully consult with the Department and make good faith efforts to depict the investigation accurately. Notwithstanding the foregoing, as between Producer and the Department, Producer shall have the absolute discretion to determine the editorial content of the Series and each episode thereof including, but not limited to, tone, theme, featured events and story line.

b. In the event that Department identifies the identity of a confidential informant (“Confidential Information”), upon notification or request of the Department Representative of the inclusion of such Confidential Information, Producer shall address any such issues.

6. Exclusivity. The Department hereby confirms that, during the Term of this Agreement, the Department will not (i) enter into an agreement with another media company similar to this Agreement, or (ii) extend the same level of cooperation with another media company, in connection with and for the filming of an observational documentary program or series that is similar in theme, style or subject matter of the Series that may be broadcast on television. Producer hereby acknowledges that the Department is currently not entered into any agreement for other types of programs that may be similar in theme, style or subject matter as the Series. For the sake of clarity, nothing contained herein shall prohibit the Department from participating in any other types of television program (e.g., news programs) that are not similar in theme, style or subject matter as the Series, or participating in any program that would not act as a “spoiler” for the Series, to the extent allowable by law.

7. Representations and Warranties. The Department represents and warrants (i) it has the right, power and authority to enter into this Agreement and to fulfill its obligations and grant the rights hereunder; (ii) there is no contract with any other person, firm, corporation or entity which will in any way interfere with the rights granted to Producer hereunder or with the performance of the Department’s obligations under this Agreement, except as stated in Paragraph (6) above; and (iii) there are no additional permissions necessary for the Department to be able to grant the rights or fulfill its obligations hereunder or any such additional permissions already have been obtained by Department.

8. Miscellaneous.

a. Producer shall be under no obligation to use the Footage in any manner.

b. The parties expressly agree that the relationship between them under this Agreement is that of two principals dealing with each other as independent entities subject to the terms and conditions of this Agreement, and that Producer is an independent journalist. At no time, past, present or future, shall the relationship of the parties be deemed, nor is it intended, to constitute an agency, partnership, joint venture or collaboration for any reason whatsoever. Neither party shall have the right, power or authority at any time to act on behalf of, bind, or represent the other party.

c. Producer shall at all times defend, indemnify and hold the Department harmless from and against any and all claims, damages, liabilities, costs and expenses associated with defending any lawsuit(s) resulting therefrom, including reasonable, verifiable, outside attorneys fees, court costs and any judgment awarded to a third party as the result of any breach of any of Producer’s obligations contained herein and directly as the result of the development, production and/or exploitation of the Series; provided, however, that the foregoing defense and indemnification shall not apply to any Claims arising out of or resulting from: (i) any breach of any of the Department’s representations, warranties or agreements herein; or (ii) malfeasance and/or gross negligence and/or other intentional tortious acts or omissions committed by the Department and/or any of the Department’s respective agents, employees, guests or invitees. In such event, Department’s liability will be

subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma Statutes §§151-172.

d. Notwithstanding the Department's obligations pursuant to the applicable public records law(s) or other applicable federal, state, or local law, the Department shall not at any time issue, authorize or participate in any news story, magazine article or other publicity or information of any kind relating to the Series or Producer, or disclose any of Producer's confidential information, without Producer's written consent in each instance. Notwithstanding the foregoing and for the avoidance of doubt, this paragraph shall not prevent the Department from releasing to the press and/or local news any information regarding a case that is featured in or relates to the Series. Except for disclosure by Producer to a third party broadcaster and in connection with the exploitation of the Series, the parties agree that this Agreement is confidential and that they may not disclose the contents to any third party apart from their professional advisors or as may be required by law. Producer acknowledges that this Agreement is subject to disclosure under the Oklahoma Open Records Act, 51 Oklahoma Statutes §24A.1 et seq.

e. Producer may assign any and all rights granted under this Agreement including, without limitation, to the Network.

f. This Agreement may be terminated by the Department or Producer for any reason upon sixty (60) days written notice by the terminating party to the other party. This Agreement may be also terminated by mutual consent of the parties and in accordance with the terms and conditions of any plan of termination as agreed upon by the parties, including, without limitation, the date of such termination.

g. This Agreement represents a complete and binding contract between the parties hereto, superseding any prior agreements, negotiations or understandings (written or oral) between them and may not be amended or otherwise changed except by a written instrument signed by both Producer and the Department. The rights granted herein shall inure to the benefit of Producer, its licensees, successors and assigns. This Agreement is subject to and shall be governed by and construed in accordance with the laws of the State of Oklahoma without reference to its choice of law provisions. For avoidance of doubt, Producer's rights under applicable reporters' shield laws, including but not limited to statutory, common-law, and First Amendment privileges and protections for source and newsgathering information, activities, and materials, shall be governed by and construed in accordance with the laws of the State of California without reference to its choice of law provisions.

If the foregoing conforms to your understanding of the Agreement, please sign in the space provided below. Upon full execution thereof, this Agreement shall be binding.

AGREED AND ACCEPTED

Good Caper Content

By:_____

Date:_____

Its:_____

APPROVED this _____ day of _____, 2021

Board of County Commissioners
Oklahoma County, Oklahoma County

_____ Chair

_____ Member

_____ Member

Approved as to form and legality:

Assistant District Attorney

ATTEST: _____, Deputy
County Clerk