



Fox Television Stations, LLC  
1999 South Bundy Drive  
Los Angeles, California 90025-5235  
T 310 584 3342 F 310 584 3355  
Patty.Schned@fox.com

**Patricia Schned**  
Executive Director, Contracts Administration

**BY E-MAIL**

July 28, 2023

Joelle Castelli  
City of Clearwater  
100 S. Myrtle Ave.  
Clearwater, Florida 33756  
E-mail: joelle.castelli@myclearwater.com

Re: Station WTVT / Film Footage License Agreement

Dear Joelle:

Attached is a copy of the Film Footage License Agreement for the use of footage from station WTVT news.

Please have an authorized signatory sign a copy of the Agreement and return it to me for countersignature. We will then send you a fully-executed copy of the Agreement for your files.

Thank you.

Yours truly,

A handwritten signature in black ink that reads "Patty Schned". The signature is written in a cursive, flowing style.

Patricia T. Schned

PTS/ss

Attachment

cc: John Hoffman (n/e)  
Taylor Jennings (w/e) (all by e-mail)  
Jeff Maloney (n/e)

## **FILM FOOTAGE LICENSE AGREEMENT**

Agreement dated as of July 25, 2023, between NEW WORLD COMMUNICATIONS OF TAMPA, INC., on behalf of its television station WTVT ("Producer") and CITY OF CLEARWATER ("Licensee") to obtain certain rights to use the film/tape footage as set forth below. Licensee and Producer agree that the use of the Footage will be controlled by the terms set forth on this page and the attached Standard Terms and Conditions.

- A. "FOOTAGE": The Footage shall consist of no more than 2 minutes and 30 seconds of WTVT news footage relating to Coachman Park in Clearwater, Florida.
- B. "PROGRAM": The Footage may be shown on Licensee's website only. The Footage may not otherwise be dubbed or distributed without Producer's prior written consent.
- C. "MEDIA": Internet Exhibition.
- D. "TERRITORY": United States of America.
- E. "TERM": Commencing on July 25, 2023, and continuing thereafter in perpetuity.
- F. "LICENSE FEE": Waived.
- G. ADMINISTRATIVE FEE: Waived.
- H. CREDIT: Licensee shall accord Producer credit on-screen while Footage is shown in the Program in the following form: " Footage Courtesy of Fox 13 News, New World Communications of Tampa, Inc. TM and © 2023. All rights reserved."
- I. NATURE OF USE: Licensee will not use the Footage in any manner that might infer or suggest that Licensee or Licensee's website is affiliated with, endorsed by, sponsored by, or part of WTVT, or any of its divisions of affiliates, including, without limitation, Fox News Networks, LLC, Fox Corporation, and Fox Broadcasting Company. Licensee will not make any use of the Footage except as expressly provided herein.

(Continued on next page)

By signing in the spaces provided below, the parties have agreed to all of the terms and conditions contained above and in the attached Standard Terms and Conditions.

CITY OF CLEARWATER  
("Licensee")

NEW WORLD COMMUNICATIONS OF  
TAMPA, INC., on behalf of its television station  
WTVT ("Producer")

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date Executed \_\_\_\_\_

Date Executed \_\_\_\_\_

100 S. Myrtle Ave.  
Clearwater, Florida 33756

1999 S. Bundy Drive  
Los Angeles, California 90025

## STANDARD TERMS AND CONDITIONS

1. **GRANT OF LIMITED LICENSE:** Upon receipt by Producer of this Agreement, signed by Licensee, Licensee is granted by Producer, without any representations or warranties of any kind, expressed or implied, a non-exclusive and non-transferable license to use the Footage pursuant to the terms hereof. The Footage shall only be used in and as part of the Program, for exhibition in the Media, in the Territory, and for the Term. The Footage will not be used for any other purposes whatsoever. Licensee will not make any reproduction of or from the Footage whatsoever in whole or in part, except for use in and as part of the Program. Licensee may not use the Footage in connection with the main or end titles of the Program. The Footage shall not be used in any manner such that it appears that artists appearing in the Footage have rendered services for the Program or Licensee. If Licensee has not signed and returned this Agreement to Producer within 30 calendar days of the date of this Agreement, then this Agreement shall automatically terminate in its entirety and be deemed void ab initio and Licensee shall have no rights hereunder.
2. **LICENSE FEE:** If the License Fee is not received by Producer within 30 days following Producer's receipt of this Agreement signed by Licensee, then this Agreement shall be deemed void and Licensee shall be in breach of its obligations hereunder.
3. **RELEASES:** Licensee shall not have the right to use the Footage without obtaining all required individual authorizations, releases, consents, clearances and licenses ("Releases") as may be necessary with respect to the use of the Footage including, without limitation, the Releases set forth below:
  - (a) Written releases from all individuals appearing recognizably in the scene(s) contained in the Footage and from all stunt persons appearing in any stunt identifiable in the scene(s) contained in the Footage.
  - (b) Written releases from any unions or guilds to the extent required under applicable collective bargaining agreements in connection with the use of the Footage.
  - (c) If any music is included in the Footage, master use, synchronization and performing licenses must be obtained from the copyright proprietors of the applicable master recording(s) and composition(s) and such other persons, firms or associations, societies or corporations as may own or control the performing rights thereto.
- Licensee shall pay any fees and other payments required in connection with the Releases and furnish Producer with copies of all such Releases upon request.
4. **COSTS:** Licensee will pay all costs arising in connection with the license granted hereunder including screening, processing, laboratory, transfer and shipping charges attributable to the manufacture of any pre-print material and positive prints or tape of the Footage, the return of materials and the costs involved in replacing any lost or damaged materials delivered to Licensee.
5. **INSURANCE:** Licensee shall maintain insurance in accordance with Exhibit A, which is attached hereto and made a part of this Agreement.
6. **EDITING, DUBBING AND COLORIZING:** Licensee shall not edit, dub, colorize or otherwise alter the Footage, except to edit for time.
7. **NATURE OF PROGRAM:** The Program shall not be derogatory to or critical of the entertainment industry or of Producer, or any officer, director, agent, employee, affiliate, parent or subsidiary of Producer or of any Motion Picture produced or distributed by Producer or any affiliate, parent or subsidiary of Producer, and none of the Footage will be used in a manner which would be derogatory to or critical of the production from which the Footage was taken or to the persons involved with the making of the production from which the Footage was taken.
8. **RETURN OF MATERIALS:** Upon the completion of production of the Program, Licensee shall promptly return all preprint material and positive prints or tape of the Footage to such location as Producer shall designate.
9. **ADVERTISING:** Licensee shall not use the Footage or the name of Producer for any purposes in connection with the advertising, publicizing or any other promotion of the Program.
10. **COPYRIGHT:** Licensee represents, warrants and agrees that the incorporation of the Footage into the Program shall in no way affect Producer's continued and separate copyright ownership in the Footage and that the copyright ownership of Producer will not merge with the Program nor deprive Producer of its copyright ownership. Licensee further represents, warrants and agrees that Licensee shall be the copyright proprietor of the Program, that the Program shall bear a copyright notice thereon and that if the Program is exploited in the United States, it shall be registered in the United States Copyright Office and the Program shall be registered for copyright protection, and all formalities shall be complied with, in all other countries where the Program will be exploited.
11. **INDEMNITY:** Licensee will indemnify, defend and hold Producer and its officers, directors, agents, employees, representatives, associates, affiliates and subsidiary corporations, and each and all of them harmless from and against any and all loss, costs, damage, liability and expense, including reasonable attorneys' fees, arising out of any claim whatsoever, whether or not groundless, which may arise, directly or indirectly, by reason of Licensee's use of the Footage or any breach of this Agreement.
12. **GOVERNING LAW:** This Agreement and all matters or issues material thereto shall be governed by the laws of the State of California applicable to contracts performed entirely therein.
13. **REMEDIES:** Licensee further acknowledges that a breach by Licensee of any of its representations, warranties or agreements hereunder will cause Producer irreparable damage, which cannot be readily remedied in damages in an action at law and may, in addition thereto, constitute an infringement of Producer's copyright, thereby entitling Producer to equitable remedies, costs and attorneys' fees.
14. **DEFINITIONS:** The following terms shall have the meanings as set forth below:

- (a) "All Media Exhibition": The exhibition of a Motion Picture using any form of Motion Picture copy by Home Video Exhibition, Non-Theatrical Exhibition, Television Exhibition, Internet Exhibition, and Theatrical Exhibition.
- (b) "Home Video Exhibition": The non-public exhibition of a Motion Picture by means of an audio/visual device for viewing in a private residence.
- (c) "Motion Picture": Productions of every kind and character whatsoever, including all present and future technological developments, whether produced by means of any photographic, electrical, electronic, mechanical or other processes or devices now known or hereafter devised, and their accompanying devices and processes whereby pictures, images, visual and aural representations are recorded or otherwise preserved for projection, reproduction, exhibition, or transmission by any means or media now known or hereafter devised in such manner as to appear to be in motion or sequence, including computer generated pictures and graphics other than video games.
- (d) "Non-Theatrical Exhibition": The exhibition of a Motion Picture using any form of Motion Picture copy in any manner now known or hereafter devised by any medium or process now known or hereafter devised, other than Theatrical Exhibition, Television Exhibition, Internet Exhibition, or Home Video Exhibition.
- (e) "Television Exhibition": The exhibition of a Motion Picture using any form of Motion Picture copy for transmission by any means now known or hereafter devised (including over-the-air, cable, wire, fiber, master antenna, satellite, microwave, closed circuit, multi-point distribution services or direct broadcast systems) for viewing the Motion Picture on the screen of a television receiver or comparable device now known or hereafter devised (including high definition television), other than Home Video, Non-Theatrical, Internet Exhibition, or Theatrical Exhibition, without regard as to how ultimately received by the viewer.

(i) "Basic Origination Television Exhibition": Television Exhibition (other than Free Television Exhibition or Pay Television Exhibition) such as basic cable or an over-the-top streaming service, whereby the transmission of programming over one or more channels is available to the viewer on the basis of the payment of an access, carriage or equipment fee for the privilege of unimpaired reception of the transmission for viewing, without regard as to how ultimately received by the viewer.

(ii) "Free Television Exhibition": Television Exhibition (other than Basic Origination Television Exhibition or Pay Television Exhibition) whereby programming originates from over-the-air, terrestrial television broadcast stations without regard as to how ultimately received by the viewer.

(iii) "Pay Television Exhibition": Television Exhibition (other than Basic Origination Television Exhibition or Free Television Exhibition) whereby the transmission of programming is available to the viewer on the basis of a premium subscription charge or fee (as distinguished from

an access, carriage or equipment fee) for the privilege of unimpaired reception of the transmission for viewing, whether such transmission is on a pay-per-view, pay-per-show, pay-per-channel (such as HBO) or pay-per-time basis, without regard as to how ultimately received by the viewer.

(f) "Theatrical Exhibition": The exhibition of a Motion Picture using any form of Motion Picture copy by any process now known or hereafter devised in walk-in or drive-in theatres open to the general public on a regularly scheduled basis where a fee is charged for admission to view the Motion Picture.

(g) "Internet Exhibition": The exhibition of a Motion Picture or the Footage using any form of wired or wireless streaming delivery system now known or hereafter devised that originates via Licensee's designated website(s), provided that no charge or fee is made for access to Licensee's website(s) in general or to the section of such website(s) at which the Footage or the Motion Picture may be accessed by viewers, and provided further that the Footage and the Motion Picture are not available in downloadable form.

15. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior licenses, whether oral or written, pertaining thereto. No modification, amendment, or waiver of this Agreement or any of the terms or provisions hereof shall be binding upon Producer or Licensee unless confirmed by a written instrument signed by Licensee and by a duly authorized officer of Producer.



**Exhibit A**

**INSURANCE REQUIREMENTS**

Licensee shall maintain or cause to be maintained during the Term and one (1) year thereafter (except as outlined in the next paragraph), insurance that meets or exceeds the types and limits noted below for claims, damages and demands including legal defense costs and fees which may arise from or in connection with the Agreement.

**Professional Liability** insurance with coverage including, without limitation, claims or occurrences related to or arising from errors, omissions, or negligent acts in the performance or failure to perform professional services. Coverage should include infringement or misappropriation of any intellectual property, copyright, trademarks, trade secrets, know-how and other present and future property and/or proprietary rights of a similar nature; breach of contract and unauthorized use of materials, defamation, plagiarism, piracy, unfair competition, rights of publicity or privacy or false advertising. Limits of liability to be at least \$5,000,000 per occurrence/claim and \$5,000,000 in the aggregate with a self-insured retention of not more than \$10,000. If the policy is written on a “claims-made” basis, the policy shall be in effect for a period of three (3) years after the Term. Policy shall include the below, as relevant to the use of the Footage as permitted in this Agreement:

- viii. not be subject to material modifications except after thirty (30) days prior written notice to Fox Corporation or FTS nor be cancelable unless replaced by an insurance policy that meets or exceeds the requirements as specified above;
- ix. have all self-insured retentions be the direct responsibility of Licensee;

Certificates of insurance and endorsements shall be submitted to Fox Corporation (via email [Risk.Management@fox.com](mailto:Risk.Management@fox.com)) and to FTS within 30 days of the execution of this Agreement. New certificates of insurance shall be provided upon policy renewals.

**Certificate Holder:**

Fox Corporation, FTS, its parents and subsidiaries  
Attn: Risk Management  
P.O. Box 900  
Beverly Hills, CA 90213

**All the above required insurance shall:**

- i. contain an endorsement (blanket acceptable) including Fox Corporation, Fox Television Stations, LLC (“FTS”), its parents, subsidiaries, affiliated companies, officers, directors and employees as Additional Insureds (except for Workers’ Compensation);
- ii. contain an endorsement (blanket acceptable) with a Waiver of Subrogation in favor of Fox Corporation, FTS, its parents, subsidiaries, affiliated companies, officers, directors and employees;
- iii. contain an endorsement (blanket acceptable) stating coverage is primary, not contributory, and not in excess of any other valid or collectible insurance carried by Fox Corporation, FTS, its parents, subsidiaries, affiliated companies, officers, directors and employees;
- iv. not include an exclusion for “Cross Liability” or “Severability of Interests”;
- v. be placed with companies lawfully authorized to transact business in the same jurisdiction as Licensee’s principal place of business and a current Best’s rating not less than A- VII;
- vi. include coverage for liability and indemnity obligations assumed under this Agreement as an insured contract. The limits of said insurance required by this agreement or as carried by Licensee shall not limit the liability of Licensee nor relieve Licensee of any obligation hereunder;
- vii. include that said Additional Insured have access to the limits required by this agreement, or the full limits of the policies, whichever is greater;