



April 2, 2019

St. Louis Fire Department  
1421 N. Jefferson Ave  
St. Louis, Missouri 63106  
Attn: Captain Garon Patrick Mosby, Public Information Officer

Re: "Live Rescue" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), effective as of April 2, 2019 (the "Effective Date"), between St. Louis Fire Department ("SLFD") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Live Rescue" as more fully described in Exhibit A attached hereto (the "Series"):

1. Term. The term of this Agreement ("Term") shall be, on a non-exclusive basis, for the period commencing on the Effective Date and continuing for a period of one (1) year through and including, April 1, 2020 (the "Initial Contract Year"). The parties shall have the right to extend the Term for an additional one (1) year period through and including, April 1, 2021 by mutual agreement. Producer and SLFD shall negotiate in good faith any extensions beyond the aforementioned periods. (For purposes of this Agreement any extension hereunder may collectively be referred to as the "Extended Term").
2. Access. During the Term, and any Extended Term, SLFD grants to Producer and its production personnel permission to enter upon and record (audio and/or visual) SLFD's offices, facilities and vehicles utilized by and/or in connection with SLFD (including, but not limited to, all areas of the applicable station, SLFD's training facilities, fire, ambulance, EMT and other rescue vehicles, and the 911 call center and dispatch facilities) (collectively, "SLFD Property") in addition to permission to accompany SLFD fire fighters, EMTs, paramedics, rescue personnel and/or other SLFD personnel (collectively "SLFD Personnel") during the course of their duties or otherwise (subject to the advanced limitations imposed by SLFD as necessary for the safety and security of SLFD Personnel and SLFD Property and the individuals and entities for whom they provide emergency services) for the purpose of filming, videotaping, photographing and otherwise recording the SLFD Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of SLFD Property, including names, signs and identifying insignia of SLFD in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. SLFD reserves the right to restrict access to some areas of SLFD Property or require Producer to be accompanied by SLFD Personnel in certain designated areas. In the event SLFD determines that any aspect of Producer's filming of the Series unreasonably interferes with the professional services and/or care required to be provided by the SLFD Personnel, Producer agrees to follow the directions of SLFD Personnel in order to eliminate any such interference. Producer shall have the right to make such use of SLFD Property as may reasonably be required for the production of the Series, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on SLFD Property, and Producer agrees to remove same after completion of work and leave SLFD Property in substantially the same condition as when Producer entered upon SLFD Property, reasonable wear and tear excepted. SLFD further agrees that Producer shall be entitled to return to SLFD Property thereafter at a mutually acceptable date and time, if and as required for still photography or other activity required in connection with the production, promotion or other exploitation of the Series. Producer acknowledges and agrees that Producer shall be responsible for obtaining HIPAA waivers as necessary in the course of filming for the Series.

3. Rights. SLFD licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise use SLFD Personnel and SLFD Property and all SLFD Personnel and SLFD Property names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials to which Producer is afforded access hereunder in and in connection with the development, production, exhibition, exploitation, and promotion of the Series, related series or derivative work, and the marketing, promotion, and publicity thereof and/or otherwise, in all forms of media, now known or hereinafter invented, throughout the world an unlimited number of times in perpetuity.
4. Security Review and Consultation Rights. Producer will provide SLFD with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring SLFD Property or SLFD Personnel for the purpose of identifying legal concerns, factual accuracy, disclosure of confidential information and/or safety or security risks to SLFD. If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by SLFD. In addition, Producer shall provide a SLFD representative (the "Representative") with the right to be in the local control room for the Series or on the ground with Producer's crew during Producer's filming with the SLFD to review material being captured and distributed in connection with the Series. In both instances, SLFD shall have the right to review the content for factual accuracy, avoidance of potential HIPAA violations, safety concerns and disclosure of classified information. It is understood that Producer and the network airing the Series ("Network") shall make the final decision regarding the creative content of the Series (i.e., non-safety, security, factual accuracy, or confidential elements as contemplated in this Paragraph) and each episode thereof (including without limitation themes, featured events, story line, timeline, sequence of events, etc.).
5. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of SLFD Property or SLFD Personnel created by or with the authorization of Producer are collectively referred to herein as the "Material". Producer shall be the sole and exclusive owner of the Material with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in perpetuity, throughout the universe, to use and re-use, an unlimited number of times, all or any part of the Material for the purpose of making and producing television programs and other works, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to authorize others so to do. Neither SLFD, nor any employee of SLFD, nor any other party now or hereafter having an interest in SLFD Property or SLFD Personnel, shall have any right of action against Producer or any other party arising out of any use of said Material. Neither the expiration of this Agreement in its normal course nor its sooner termination for any reason shall affect the ownership by Producer of the Material.
6. Credit. SLFD acknowledges that any credits or other identification of SLFD that Producer may furnish in connection with the Series or otherwise shall be at Producer's sole discretion. Notwithstanding the foregoing, Producer agrees to accord SLFD an on-screen credit in substantially the form "Special Thanks to the St. Louis Fire Department" in accordance with the Network's then-current credit policies, for all Series episodes in which SLFD personnel and activities are depicted. Producer shall determine the size, position, manner of presentation and all other matters with respect to such credit in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by any third party, to accord such credit shall be deemed a breach of this Agreement by Producer.
7. No Obligation to Proceed. SLFD acknowledges and agrees that Producer is not obligated to actually use SLFD Property or produce the Series or include the Material in the episode of the Series for which it was prepared or otherwise exercise any or all of Producer's rights hereunder.
8. No partnership. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture. SLFD and SLFD Personnel

shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical requests placed upon them by, or as a result of, the filming and production of the Series.

9. Insurance. Producer will obtain and keep in force during production of the Series with SLFD a policy of commercial general liability insurance naming SLFD as an additional insured entity in a minimum amount of \$1,000,000 and provide proof thereof to SLFD prior to the commencement of production.
10. Indemnification. Except as arising from matters covered by SLFD's indemnification to Producer as set forth below, Producer agrees to defend, indemnify and hold harmless SLFD from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with the development, production, distribution, or other exploitation of the Series. SLFD agrees that Producer shall have the sole right to control the legal defense against any claims, demands or litigation, including the right to select counsel of its choice and to compromise or settle any such claims, demands or litigation. SLFD agrees to defend, indemnify and hold harmless Producer from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with any alleged violations of the Health Insurance Portability and Accounting Act and/or the gross negligence or willful misconduct of SLFD and/or SLFD Personnel.
11. Governing Law and Venue. This Agreement and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the substantive laws of the State of Missouri, without regard to the conflict of law provisions thereof. Venue for any action or suit arising under or relative to this Agreement or brought to interpret or enforce this Agreement shall lie exclusively in the appropriate state or federal court situated in St. Louis County, Missouri and the parties submit to the in personam jurisdiction thereof and waive any objections they may have as to jurisdiction or venue in any such courts.
12. Notice. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

If to SLFD:  
St. Louis Fire Department  
1421 N. Jefferson Ave  
St. Louis, Missouri 63106  
Attn: Captain Garon Patrick Mosby, Public Information Officer

If to Producer:  
Big Fish Entertainment, LLC  
5 Times Square  
Floors 9 & 10  
New York, NY 10036  
Attention: Daniel Cesareo

With a courtesy copy to:  
Del Shaw Moonves Tanaka Finkelstein & Lezcano  
2029 Century Park East, Suite 1750  
Los Angeles, CA 90067  
Attn: Ethan J. Cohan, Esq. and Todd J. Weinstein, Esq.

13. Miscellaneous. Each of the individuals signing this Agreement below represents that such individual is empowered to execute this Agreement on behalf of the party for which such individual is acting. Producer may assign its rights under this Agreement in whole or in part to any person, firm, or corporation related to the production, distribution or exploitation of the Series. SLFD shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, SLFD shall at all times keep the terms of this Agreement confidential. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any executed counterpart sent by facsimile or transmitted electronically in Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. In the event that any provision hereof shall be deemed invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and condition hereof. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein, supersedes and replaces all prior understandings and agreements concerning such subject matter, whether written or oral, and cannot be modified except in writing signed by the parties.

If the foregoing complies with your understanding of our agreement, please so signify by countersigning this letter where indicated below.

Very truly yours,

BIG FISH ENTERTAINMENT LLC

By: \_\_\_\_\_  
Daniel Cesareo, President

ACKNOWLEDGED AND AGREED:

ST. LOUIS FIRE DEPARTMENT

By: \_\_\_\_\_  
Its: Public Information Officer

## **Exhibit A**

### **Series Concept**

Big Fish Entertainment LLC (“BFE”) proposes an “Almost Live” multi-part series that embeds in several cities across the country following several fire stations, firefighters, paramedics and EMTs (collectively, “Emergency Services Personnel”) in each location, for the duration of the series. It’s an unprecedented “Almost Live” look at Emergency Services Personnel in America as never before seen on television. “The appearance of” no editing, and the feeling as if content is coming straight from the street to living rooms across America. We’ll embed in several cities across the country following several Emergency Services Personnel in each city across the 8-12 week run.

In St. Louis, Missouri, we propose embedding with the St. Louis Fire Department (“SLFD”) on a shift(s) to capture the “real-time” perspective and diversity within the department and the city. The story will be told through the “Almost Live” experiences of the Emergency Services Personnel during that shift. In Addition to the “Almost Live” content, episodes will feature pre-taped packages that will further showcase the Emergency Services Personnel, the work, the locations and the departments.

### **Almost Live**

The cell phone has turned every bystander into a citizen journalist. The Internet is littered with hundreds of thousands of dashboard cams – including bystander videos of heroes from First Responder units in action, doing miraculous things. “Live Rescue” will be a new, close to real-time communications and outreach effort. Each week we will broadcast “live” from that night’s shift.

With the success of our television program “Live PD” and our previous programs as well, the Big Fish production team has now logged over 300 hours working with law enforcement (on the live concept), emergency services and military focused programs and we are intimately familiar with the legal and ethical concerns and will work closely to ensure all guidelines are met.

### **Safety and Legal Precautions**

The “Almost Live” aspect will be on a time delay. This delay will allow us to eliminate or blur sensitive material and address any legal concerns prior to broadcast. A department representative will have access to the broadcast control room on location to ensure the standards of content and safety protocols on behalf of the Emergency Services Personnel, the department, and the city.

### **Network**

A&E, home to “Live PD”, “First 48” and “Scared Straight, is currently the broadcast partner for the project.

### **Timeline**

BFE proposes to begin production in April 6, 2019 with some preliminary non-live filming , with live filming beginning on or about April 22, 2019. The embed commitment is currently intended to be through and including July 1, 2019. “Almost Live” filming will be a commitment of 2-3 hours a week with a commitment of 1-2 additional shifts outside of the “almost live” taping.

### **Film Crews**

Each crew will generally consist of two-three members: one camera operator, one audio person and one

producer (only when necessary). The crew will have extensive experience working with Emergency Services Personnel and Law Enforcement, and be certified in field and safety procedures in the field. As always, they will follow the direction of their assigned First Responder Unit. Safety of the Emergency Services Personnel and film crew are paramount. At no time will safety be secondary to filming. Emergency Services Personnel will control the environment at all times and be able to stop filming at their discretion.

### **Access to Locations**

The primary locations for the series shall include public streets, fire stations, training facilities, Emergency Services Personnel's headquarters and similar offices, fire, ambulance and other emergency and rescue vehicles and department vehicles. BFE will be responsible for obtaining permission to shoot on any private property.

### **Access to St. Louis Fire Department**

BFE requires access to one small area within the Department station to stage its operations, re-charge batteries, and undertake other production-related activities. BFE will be responsible for security of its equipment. BFE will need parking for two vehicles at the department or at a parking lot adjacent to the department.

### **Access to Key Characters**

The proposed main characters in the series would include 3 to 5 key Emergency Services Personnel involved in the SLFD. Coverage of Emergency Services Personnel would be simultaneous at times, but may also rotate periodically.

### **Activities**

BFE filming may include, without limitation, any and/or all of the following activities:

- Initial call response
- Investigations
- Operations
- Day-to-day station/department meetings, shift changes, etc.
- Emergency Services Personnel preparing for their shifts
- Any assignment process
- Day and Night time shift vehicle ride along on Fire, rescue, ambulance and other vehicles
- Any relevant training exercises
- Regular Interviews with key Emergency Services Personnel in the department
- Activity at the station
- Hospital operations when appropriate, and as allowed by the individual county who operates the hospital and with permission of the patient.

All access will be controlled by the SLFD's Public Information Officer as well as the specific Emergency Services Personnel involved. BFE will provide a liaison with the SLFD to maintain communication and updates at all times concerning the activities and whereabouts of the production crew. BFE will work with SLFD members to develop strict protocols in regards to the parameters of filming. The Series will not reveal any confidential information that SLFD instructs BFE not to release as public information.