

DOCUMENT ROUTING FORM

(2) ✓ 7/25/13 (L)

NAME OF DOCUMENT: LOCATION AGREEMENT BETWEEN CITY AND TELEMUNDO STUDIOS
MIAMI LLC FOR RIVER HOUSE

Approved Comm. Mtg. on June 18, 2013 CAM# 13-0876

ITEM: ☐ M - 2 ☐ PH - ☐ O - ☐ CR ☐ R

Routing Origin: ☒ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHER

Also attached: ☒ copy of CAR ☐ copy of document ☐ ACM Form ☐ # _____ originals

By: _____ forwarded to: _____
Initials

1.) Approved as to Content: [Signature] 7.3.13
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED ☐ YES ☒ NO
Capital Improvement Projects

2.) Approved as to Funds Available: by [Signature] Date: 7.3.13
Finance Director

Amount Required by Contract/Agreement \$ 78,000 Funding Source: 001
Dept./Div. P+R Index/Sub-object PKR100101-N140 Project # _____

3.) City Attorney's Office: Approved as to Form: # _____ Originals to City Mgr. By: _____

Harry A. Stewart	_____	Cole Copertino	_____	Robert B. Duncel	_____
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
Carrie Sarver	_____	DJ Williams-Persad	<u>[Signature]</u>		

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward originals to Mayor.

6.) Mayor: Please sign as indicated and forward originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: original to Gerry Burrini, PIO, Clerk retains one original.

☒ Original Route form to Glynis Burney

7/23

LOCATION AGREEMENT

TELEMUNDO NETWORK GROUP LLC
2290 West 8th Avenue
Hialeah, Florida 33010

Page 1

City Of Fort Lauderdale ("Owner") is the owner of the property that is the subject of this contract (the "Property"). Owner hereby gives permission to Telemundo Studios Miami LLC and its employees, agents, contractors and suppliers ("Producer") to enter upon and use the Property located at:

River House

301 SW 3rd Ave. Fort Lauderdale, FL 33312

Producer's right to use the Property will begin on June 10, 2013 and will continue until November 6, 2013 (the "Term") (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in, and in connection with, the television program currently entitled "Santa Diabla" (the "Program"), and in connection with, any advertising, promotion, publicity, or other material relating to the Program, or in any other motion picture, television program or other work. Producer may use the Property until all scenes requiring the Property have been completed. Without in any way limiting the foregoing, Owner grants Producer the right, without limitation, to recreate at any time the look and feel of the Property, including all buildings, landscaping, fixtures, furnishings, artwork and other features thereon, in connection with any episode or other material (including without limitation advertising, promotion and publicity) relating to the Program. Producer will have the right to use the Property for additional filming as may be necessary and payment will be prorated from the charges (if any) listed below.

In full consideration for all the rights granted to Producer under this contract Owner will be paid US \$ 1950.00 per each day of principal photography on the Property.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the "Owner's Marks") in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer. Producer agrees that it will comply with all applicable federal, state and local laws, rules and regulations with regard to its use of the Property pursuant to this Agreement.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or based upon this Agreement or the activities taking place pursuant to this Agreement including personal injuries or property damage resulting from the acts or omissions of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property.

The following minimum insurance coverage is required. Commercial General Liability Insurance Policy, in standard form, insuring the Producer and Owner, as an additional insured, against any and all liability for bodily injury or property damage, with policy limits not less than \$1,000,000 in respect to damages, injuries or death attributable to any one occurrence. Automobile Liability Insurance Policy, in standard form, with policy limits not less than the following: bodily injury \$250,000 per person, \$500,000 per occurrence; property damage \$100,000 per occurrence, or, in the alternative, combined single limit of \$1,000,000 bodily injury and property damage combined, including coverage for owned autos and other vehicles, hired autos and other vehicles, non-owned autos and other vehicles. Workers' Compensation Insurance Policy, in standard form, including employer's liability, with policy limits not less than \$500,000 for employer's liability, and in compliance with all state and federal laws. These policies shall not be affected by any other insurance carried by the Owner and shall cover all operations of the Producer under this Agreement. The Owner is to be added as an additional insured with relation to the Commercial General Liability Insurance.

Producer shall have the right to use the lights and electrical outlets presently existing in the Property. Producer covenants and agrees that its use of electricity shall not exceed the capacity of the existing feeders to the Property or wiring installations therein. Producer shall also have the right of reasonable incidental use of the restrooms, water fountains, and telephones servicing the Property.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit

LOCATION AGREEMENT

TELEMUNDO NETWORK GROUP LLC

2290 West 8th Avenue

Hialeah, Florida 33010

Page 2

and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner's Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings as set forth in this contract. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive relief.

Owner represents and warrants that Owner has the right to enter into this contract and to grant Producer all rights provided by this contract. In the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract and to grant Producer all rights provided hereunder.

This contract will be construed in accordance with the Laws of the State of Florida applicable to agreements which are executed and performed within the State of Florida. Any action relating to the interpretation or enforcement of this Agreement will be instituted and prosecuted solely within any state or federal court of competent jurisdiction located within Broward County, Florida, and the parties hereby consent to the personal jurisdiction of such courts.

Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to any person or entity, specifically excluding the right to enter upon and use the Property, which shall not be licensed, assigned, or transferred by Producer.

Producer shall have the right to cancel this contract at any time prior to Producer's use of the Property. Upon Producer's cancellation of this contract, neither Producer nor Owner shall have any obligations whatsoever under this contract and Owner shall immediately refund to Producer any and all sums previously paid by Producer pursuant to this contract. If any provisions of this contract are held to be void or unenforceable, all other provisions of this contract shall continue in full force and effect.

This is the entire contract. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

CITY OF FORT LAUDERDALE

TELEMUNDO STUDIOS MIAMI LLC

Major

Name:

Title:

Ramiro E. Besto
Vice President

City Manager

WITNESSES:

ATTEST:

Name:

Diana del Pilar Larios

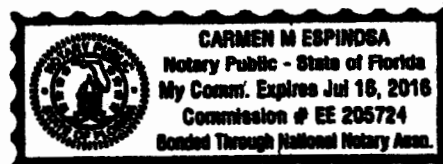
City Clerk

APPROVED AS TO FORM:

Name:

(Corporate Seal)

City Attorney



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

Safaa Ali
Safaa Ali

[Witness type/print name]

Alia Peredo
Alia S. Peredo

[Witness type/print name]

(CORPORATE SEAL)

[Signature]
Mayor

[Signature]
City Manager

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney