

**REVOCABLE LICENSE AGREEMENT  
BETWEEN  
BRAZOS COUNTY  
AND  
CENTRAL PRODUCTIONS LLC**

THIS revocable License Agreement (the "Agreement") is made and entered into by and between **Brazos County** hereinafter referred to as OWNER, and CENTRAL PRODUCTIONS LLC, hereinafter referred to as LICENSEE, ("OWNER" and "LICENSEE" shall collectively be referred to herein as the "PARTIES").

WITNESSETH

WHEREAS, OWNER owns certain real property as described and/or depicted in Exhibit "A" which is attached hereto and made a part of this Agreement (the "Property") and LICENSEE desires to use an area within the Property (the "Premises") for the Permitted Use; and

WHEREAS, LICENSEE desires short-term, revocable, non-exclusive use of the Premises solely for the purpose as stipulated in Exhibit "B" (the "Permitted Use") which is attached hereto and made a part of this Agreement; and

In consideration of the foregoing recitals and other valuable consideration the PARTIES agree as follows:

**I. TERM**

This Agreement shall be effective 2/25/15 to 3/1/15 for a period not to exceed 30 days, unless terminated earlier, pursuant to the terms of this Agreement.

**II. SCOPE**

Upon execution of this Agreement, OWNER shall make the Premises available to LICENSEE for the Permitted Use as follows:

1. OWNER shall allow LICENSEE access to the Premises for the Permitted Use.
2. LICENSEE shall use the Premises for only the Permitted Use and none other.
3. Unauthorized use of Premises or the Property by the LICENSEE may be considered by OWNER to be sufficient cause for the immediate termination of the Agreement. Failure by LICENSEE to comply with specific requirements of this Agreement will constitute an event of default and will be sufficient cause for termination of the Agreement.

LICENSEE, at its sole cost and expense, shall be responsible to comply with all laws, ordinances, orders, rules and regulations of any governmental authority whether now

or hereafter in effect associated with LICENSEE'S use of the Premises and which are provided to LICENSEE by OWNER in advance in writing. LICENSEE shall comply with any and all security procedures of which LICENSEE is made aware by OWNER and background checks as may be required by OWNER.

LICENSEE, at its sole cost and expense, shall return the Premises in a clean, safe and usable condition at all times. LICENSEE shall leave said Property in substantially as good condition as when LICENSEE enters said Property, excepting reasonable wear and tear of the Property for the purposes permitted herein; and LICENSEE shall have the right to remove all of its sets, structures and other material and equipment from said property.

4. LICENSEE shall pay OWNER for all reasonable, actual, direct, verifiable overtime pay for all County employees necessary to ensure the security of the Premises during the taping of the Program.

### III. ENTRY AND INSPECTION

OWNER shall have the right at all times, but shall not be required to enter onto and inspect the Premises. OWNER will notify LICENSEE of any unsatisfactory condition. LICENSEE shall take immediate action to correct such condition(s) at LICENSEE'S expense. Any failure of LICENSEE to immediately remedy an unsatisfactory condition after receiving notice from OWNER shall constitute an event of default and will be sufficient cause for termination of this Agreement.

LICENSEE'S officers, agents, employees and guests shall be subject to search of their persons, belongings and equipment each time the individuals enter the Premises. Every individual requesting access to the Premises may be photographed, fingerprinted, and subject to a Crime Information Center/National Crime Information Center CIC/NCIC check. OWNER may revoke any individual's access to the Premises for failure to observe jail rules and regulations, and engaging in behaviors which threaten the safety or security of the jail.

### IV. REPRESENTATIONS/WARRANTIES/INDEMNIFICATION

OWNER represents and warrants that (i) OWNER is the sole owner (or sole agent for the owner) of, and has the sole right to, the Premises and is authorized to grant all rights to the Premises set forth herein and to enter into this Agreement; (ii) the consent or permission of no other person or entity is necessary for OWNER to enter into this Agreement; (iii) the Premises is fit for habitability and/or occupancy and has passed all applicable inspection requirements; and (iv) OWNER shall take no action, nor allow or authorize any third party to take any action which might interfere with LICENSEE'S authorized use of the Premises.

To the fullest extent permitted by law, and except for the negligence or willful misconduct of OWNER, LICENSEE shall defend, hold harmless and indemnify OWNER and all of its officers, employees, agents, and volunteers from and against any and all damages, claims, losses, liabilities, actions or expenses (including, but not limited to reasonable outside

attorneys' fees, expert witness fees, court costs, and costs of appellate proceedings) (collectively "Claims") incurred by OWNER as a direct result of any damage to the Premises and property located thereon or personal injury occurring on the Premises directly caused by LICENSEE'S negligence in connection with its use of the Premises; provided, that OWNER first submit to LICENSEE in writing, no later than five (5) days after the Term, and after completion of any additional use by LICENSEE of the Property, a detailed listing of all property damages or personal injuries for which OWNER claims LICENSEE is responsible, and OWNER shall permit LICENSEE'S representative to inspect the property so damaged.

OWNER shall indemnify and hold LICENSEE and LICENSEE'S successors, assignees and licensees harmless for any breach or alleged breach of its representations and warranties as set forth herein. OWNER'S sole remedy in the event of a dispute hereunder shall be an action at law for damages.

#### V. OWNERSHIP OF EQUIPMENT

OWNER and LICENSEE acknowledge that all equipment and improvements of LICENSEE shall be deemed personal property of LICENSEE. It is expressly understood and agreed that LICENSEE retains title to all personal property LICENSEE brings onto the Premises. OWNER shall not be responsible for any damage to any personal property of LICENSEE, unless such damage is the result of OWNER'S negligence or willful misconduct or OWNER'S breach of its representations or warranties as set forth herein.

#### VI. AGREEMENT AS LICENSE

The Parties intend and mutually agree that this Agreement shall be construed as a mere license by OWNER to LICENSEE to operate within the Premises. This Agreement shall not be construed as a lease, sublease, rental agreement or easement. It is understood and mutually agreed that LICENSEE has no interest whatsoever in the Premises or the Property.

#### VII. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between OWNER and LICENSEE. Except as expressly provided herein, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

#### VIII. APPLICABLE LAW:

The terms of this Agreement shall be construed in accordance with the laws of the State of Texas and any action thereon shall be brought in the appropriate court located in Brazos County Texas.

#### IX. TERMINATION:

This Agreement may be terminated by either LICENSEE or OWNER, with or without cause, upon immediate written notice to the non-terminating party. This Agreement shall

be automatically revoked in the event of, or at such time that LICENSEE fails to comply with the express terms of this Agreement.

#### X. USE OF PHOTOGRAPHY OR RECORDINGS

LICENSEE shall have the right to use or re-use the photography or other recordings of the Property in the Program and the exploitation thereof, as well as in any other production produced by LICENSEE, its licensees or assigns, throughout the universe, in any and all media, now known or hereafter devised, in perpetuity, but does not have the right to photograph or record any security system or procedures. LICENSEE is prohibited from taking any photographs or recordings of any employee or agent of the Brazos County Sheriff's Office. LICENSEE shall not be required to make any payment to OWNER in connection with the use of the photography or other recordings, except as set forth in Paragraph II.4. LICENSEE may photograph or record any inmate in the jail who has signed a release form. LICENSEE shall provide OWNER with release forms for inmates to sign prior to the production.

Nothing in this agreement shall obligate LICENSEE to photograph the Property, to use such photography, or to otherwise use the Property. LICENSEE shall have the right to photograph, record and depict the Property used in the production, accurately or otherwise, as LICENSEE may choose, using its actual name, signs and other identifying features or without regard to the actual appearance or name of the Property or any part of it. LICENSEE may, at any time, elect not to use the Property by giving Owner notice of such election, in which case neither party shall have any further obligation hereunder.

#### XI. ASSIGNMENT:

Any assignment or attempted assignment of this Agreement by LICENSEE without the prior written consent of OWNER shall be void, not to be unreasonably withheld or delayed; provided, however that this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

#### XII. CONFLICT OF INTEREST:

This Agreement is subject to the provisions of A.R.S. § 38-511.

#### XIII. ENTIRE AGREEMENT:

This Agreement and all Exhibits attached hereto sets forth all of the covenants, promises, agreements, conditions and understandings between the Parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than as set forth herein, and those agreements which are executed contemporaneously herewith. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

#### XIV. INDEPENDENT CONTRACTOR STATUS

LICENSEE shall not be considered an officer, employee or agent of the OWNER. LICENSEE'S officers, agents, employees and guests shall not be considered employees of Brazos County and they shall not be entitled to receive any of the benefits associated with regular employment with Brazos County.

#### XV. RELEASE

In consideration of the granting of this License, LICENSEE voluntarily and knowingly releases and discharges OWNER and its agents, contractors, employees, members, officers and partners, if any, from any and all liabilities, claims, obligations, demands, causes of action, damages, costs, expenses, attorneys' fees, and rights whatsoever, in law or in equity, whether known or unknown (collectively, "Claims"), that LICENSEE, or anyone claiming through or under LICENSEE may have or may claim to have, which now exist or may hereafter arise resulting from the exercise of the License granted by this Agreement; provided, however that this release shall not be effective against any Claims which are the result of OWNER'S negligence or willful misconduct or OWNER'S breach of its representations or warranties as set forth herein.

#### XVI. INSURANCE

LICENSEE, and LICENSEE's contractors, at LICENSEE's or contractor's expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Texas and possessing a current A.M. Best, Inc. rating of A6 or higher. In lieu of State of Texas licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Texas. The form of any insurance policies and forms must be acceptable to OWNER. All insurance required herein shall be maintained in full force and effect until the expiration or termination of this License. Failure to do so may, at the sole discretion of OWNER, constitute a material breach of this LICENSE. LICENSEE's insurance shall be primary insurance, and any insurance or self-insurance maintained by OWNER shall not contribute to it, except for claims arising out of the negligence or willful misconduct of OWNER. Any failure to comply with the claim reporting provisions of the insurance policy or breach of an insurance policy warranty shall not affect the OWNER's right to coverage afforded under the insurance policies. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the indemnity or coverage provided to OWNER under such policies. LICENSEE shall be solely responsible for deductible and/or self-insured retention. OWNER reserves the right to request and to receive, within ten working days, copies of any or all of the herein required insurance certificates and/or endorsements. OWNER shall not be obligated, however, to review such certificates and/or endorsements or to advise LICENSEE of any deficiencies in such policies and endorsements, and such receipt shall not relieve LICENSEE from, or be deemed a waiver of OWNER's right to insist on, strict fulfillment of LICENSEE's obligations under this Agreement. LICENSEE and its contractors' insurance policies required by the Agreement, except Workers' Compensation, shall name OWNER, its agents, representatives, officers, directors, officials, employees, and volunteers as

Additional Insureds, with an endorsement as least as broad as ISO's CG20101185.. LICENSEE is required to procure and maintain the following coverages:

1. **Commercial General Liability.** Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance, with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, fire legal liability, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.
2. **Automobile Liability.** Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the LICENSEE's owned, hired, and non-owned vehicles assigned to or used in performance of the LICENSEE's use of the Premises.
3. **Workers' Compensation.** Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of LICENSEE's employees engaged in the performance of the work or services associated with the use of the Premises; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit. LICENSEE and its contractors waive all rights against OWNER and its agents, officers, directors and employees for recovery or subrogation.

Prior to the commencement of this Agreement, LICENSEE shall furnish OWNER with Certificates of Insurance in a form acceptable to OWNER, or formal endorsements as required by OWNER, issued by LICENSEE'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. Such certificates shall indentify this Agreement number and title. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past expiration or termination of this Agreement as evidenced by annual Certificates of Insurance. If a policy does expire during the term of the Agreement, a renewal certificate must be sent to OWNER at least ten business days prior to the expiration date. Notices of cancellation or modification shall be delivered to OWNER in accordance with the policy provisions.

## XVII. NOTICES

All notices provided for herein shall be in writing and sent by e-mail and certified mail to the Parties at the following addresses:

*LICENSEE:* Central Productions LLC

Attn: Business & Legal Affairs  
345 Hudson Street, 9<sup>th</sup> Floor  
New York, NY 10014  
Email: andrew.steinberg@viacom.com

OWNER: County Judge Duane Peters  
200 South Texas, Avenue  
Bryan, TX 77301

OWNER is aware that federal law prohibits “payola” and “plugola” and OWNER acknowledges that, among other things, it is unlawful to accept anything of value (except compensation payable hereunder) for promoting any product, service or company or arranging for any person to appear on the air. OWNER warrants that OWNER will not violate any such law.

All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and any investigation made by LICENSEE and/or Comedy Partners or on its respective behalf.

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IN WITNESS WHEREOF, the Parties enter into this AGREEMENT this 16<sup>th</sup> day of February, 2015.

**LICENSEE**

**OWNER**

By: Denise Guad By: \_\_\_\_\_  
Line PRODUCER, Comedy Central County Judge Date

**Approved as to Form:**

By: \_\_\_\_\_  
County Attorney Date



**Exhibit "A"**  
**Premises**

Brazos County Jail  
1835 Sandy Point Road  
Bryan, Texas, 77803

**Exhibit “B”**  
**Permitted Use**

OWNER hereby grants permission to LICENSEE, Central Productions LLC, to enter upon and to utilize the Property and to bring onto the Property such personnel and equipment as LICENSEE deems necessary for production of the program currently entitled, “Untitled Jeff Ross Special” (the “Program”).

LICENSEE is permitted to use the property to film a stand-up comedy special featuring Jeff Ross. LICENSEE and Jeff Ross shall submit a detailed outline or script of the proposed Program at least ten (10) calendar days prior the commencement of Program. LICENSEE and Jeff Ross shall ensure that any public statements or appearances made on the Property shall be respectful and courteous to all inmates, employees and law enforcement personnel.

LICENSEE is permitted to construct a temporary stage, use any necessary lighting equipment, and procure seating for a live audience.

OWNER will allow inmates to be members of the live audience and will transport the requested number of inmates to and from the Premises. OWNER will secure releases from the inmates and any employees whose images may be filmed in the production.