Access Agreement between Pinal County and Lucky 8 TV, LLC.

An agreement ("Agreement"), dated and with effect from the day of 30th, October, 2024 (the "Effective Date"), between Pinal County ("County") and Pinal County Sheriff's Office ("PCSO") on the one hand, and Lucky 8 TV, LLC ("Producer") on the other hand, with respect to Producer's television series currently entitled "Untitled Reentry" (the "Series").

1. Term. The term of this Agreement ("Term") is the period commencing on the Effective Date and continuing through and including, October 1, 2025 (the "Initial Contract Year"). The parties may extend the Term until, October 1, 2026 by mutual agreement. If any television network for which Producer is producing the Series (the "Network") desires additional options to order more Series episodes for production requiring access beyond the Initial Contract Year, Producer and PCSO shall negotiate in good faith to extend the Term. For purposes of this Agreement, any extension hereunder may collectively be referred to as the "Extended Term". Either Party may terminate the Agreement upon thirty (30) days written notice to the other Party, provided such termination shall not affect the ownership by Producer of the Material pursuant to Paragraph 7 below

2. Access. During the Term, and any Extended Term PCSO grants to Producer and its production personnel permission to enter upon and use approved PCSO's offices, facilities and vehicles utilized by and/or in connection with PCSO (including, but not limited to, stations or precincts (or the equivalent), jail facilities, offices, patrol cars or other vehicles) (collectively, "PCSO Property") in addition to permission to accompany PCSO officers or other personnel (collectively "PCSO Personnel") during the course of their duties or otherwise (subject to the advance limitation imposed by PCSO as necessary for the safety, security and operations of PCSO) for the purpose of filming, videotaping, photographing and otherwise recording the PCSO Personnel and the situations they encounter and/or become involved in, and all or any approved portions of the exterior and interior and contents of PCSO Property, including names, signs and identifying insignia of PCSO in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. PCSO reserves the right to restrict access to some areas of PCSO Property or require Producer to be accompanied by PCSO Personnel in certain designated areas. Producer shall have the right to make such use of approved PCSO Property as may reasonably be required, including the right to place all necessary personnel, facilities, vehicles and equipment on PCSO Property, and Producer agrees to remove same after completion of work and leave PCSO Property in substantially the same condition as when Producer entered upon PCSO Property, reasonable wear and tear excepted. PCSO further agrees that Producer shall be entitled to return to PCSO 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.

3. Expenses. Producer acknowledges and agrees that it may not, during the course of filming, put PCSO to any expense it would not otherwise ordinarily incur, and any filming in connection herewith shall be done at no cost to PCSO; therefore, Producer shall pay PCSO an all-inclusive fee of $1,000 per day during which Producer is in principal photography and filming at PCSO Property (the "Fee"), for purposes of reimbursing PCSO for expenses in connection with the filming at PCSO Property and daily operating expenses related thereto. The parties acknowledge and agree that no consideration will be payable by Producer to Personnel appearing in the Series, all of which shall be PCSO's sole responsibility, and Producer shall not be obligated to pay any fee to such Personnel.

4. License. To the extent permitted by law, PCSO grants to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise use PCSO Personnel and PCSO Property and all PCSO Personnel and PCSO 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.

5. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Term or Extended Term: (a) the rights of access and license granted by PCSO pursuant to paragraphs 2 and 3 above, respectively, shall be exclusive to Producer with respect to long-form programming produced for exhibition by means of television, the Internet and/or any other media (whether now known or hereafter invented), excluding news programming and programming covering the activities of PCSO produced for exhibition on PCSO's website (collectively, "Permitted Programming"): and (b) PCSO shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of PCSO in any audio-visual media, except for Permitted Programming.

6. Safety / Security Review and Consultation Rights. Producer will provide PCSO with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring PCSO Property or PCSO Personnel for the purpose of identifying any operational concerns and/or safety or security risks to PCSO (e.g. recognition of a confidential informant, undercover officer, etc). If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by PCSO. Producer shall provide a PCSO representative (the "Representative") with the right to be in the local control room (if any) for the Series or on the ground with Producer's crew during Producer's filming with the PCSO to review material being captured and distributed in connection with the Series. In both instances, PCSO shall have the right to review the content for factual accuracy, security and/or safety concerns, and PCSO classified information, provided that it is understood that Producer and Network shall make the final decision regarding the creative content of the Series and each episode thereof (including without limitation themes, featured events, story line, timeline, sequence of events, etc.).

7. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of PCSO Property or PCSO 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 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.

8. Credit. PCSO acknowledges that any credits or other identification of PCSO 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 PCSO an on-screen credit in substantially the form "Special Thanks to Pinal County Sheriff's Office" in accordance with the Network's then-current credit policies, for all Series episodes in which PCSO 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.

9. No Obligation to Proceed. PCSO acknowledges and agrees that Producer is not obligated to actually use PCSO Property or produce the Series or include the Material in any episode of the Series for which it was prepared or otherwise exercise any or all of Producer's rights hereunder.

10. 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. PCSO and PCSO 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 demands placed upon them by, or as a result of, the filming and production of the Series.

11. Indemnification. Producer shall defend, indemnify, and hold harmless Pinal County (County) and PCSO, their officials, Board, agents, and employees without limitation from and against any and all claims (including, but not limited to, workers' compensation or disability claims), damages, losses, liabilities, actions, costs, fees, fines or expenses (including but not limited to attorney fees, court costs, and cost of appellate proceedings) relating to, arising from, resulting from or alleged to have arisen or resulted from, in whole or in part, activities under this Agreement, unless caused by PCSO's willful misconduct and/or negligence. Producer's duty to defend, indemnify, and hold harmless the County, PCSO, and their officials, Board, agents, and employees shall arise in connection with any and all claims, damages, losses, liabilities, actions, costs, fees, fines or expenses that are attributable to bodily injury, personal injury, sickness, disease, death or damage to, or destruction of, tangible or intangible property including the loss of use therefrom, caused in whole or in part by any act, error, mistake or omission of Producer, its officers, officials, employees, members, guests, invitees, participants, agents, vendors, subcontractors or anyone for whose acts Producer may be liable, however, such duty shall explicitly exclude any claims, damages, losses, liabilities, actions, costs, fees, fines or expenses arising out of or relating to (i) the death or injury of a PCSO employee performing their job duties out in the field or on PCSO Property and (ii) the damage to any PCSO vehicle and/or other equipment/property used by PCSO in the field or on PCSO Property, unless Producer: (a) is deemed to have materially interfered with PCSO while PCSO was carrying out its normal duties; and (b) such interference was the proximate cause of the injury or death of a person (including PCSO's employees) and/or the loss of or damage to property (including PCSO's property).

12. Producer's Insurance. The Producer hereby agrees:

    12.1 to purchase and maintain the hereinafter stipulated minimum insurance with companies, possessing a current AM Best, Inc. rating of A VII, duly licensed in the State of Arizona. The County in no way warrants that the minimum insurance and limits contained herein are adequate or sufficient to protect the Producer, its officers, officials, employees, members, guests, invitees, or participants.

    The Producer's insurance or self-insurance shall be primary and any insurance maintained by the County shall not contribute to, or be excess of, the Producer's insurance or self-insurance.

    The Producer's insurance or self-insurance shall contain a waiver of rights of recovery or subrogation against the County, its officials and employees for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have arisen or resulted from, this Agreement.

    The Producer's insurance or self-insurance, except workers' compensation/employers' liability and Errors and Omissions, required herein shall name the County, its officials and employees as Additional Insureds.

    Prior to the commencement of filming in connection with this Agreement, the Producer shall provide the County with a Certificate of Insurance evidencing the insurance required by the County. Failure to do so, at the County's sole discretion, may constitute a material breach of this Agreement and grounds for its immediate termination, cancellation or suspension.

    12.2 Commercial General Liability Insurance: Commercial General Liability Insurance with a limit of not less than Two Million Dollars ($2,000,000) for each occurrence with a Ten Million Dollars

($10,000,000) Products and Completed Operations Aggregate and with a Ten Million Dollars ($10,000,000) General Aggregate Limit. The policy shall include coverage for bodily injury, death, broad form property damage, personal injury, products/completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract. Pinal County, its agents, representative, directors, officials employees and officer named as additional insured. Coverage is endorsed to be Primary and Non-contributory to any self insurance or insurance carried by the County.

The Commercial General Liability Additional Insured endorsement shall include coverage for bodily injury, personal injury, broad form property damage and contractual liability.

12.3 Workers' Compensation/Employers' Liability Insurance: Workers' Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Producer's employees engaged in the Series; the Employer's Liability insurance of not less than One Million Dollars ($1,000,000) for each accident, One Million Dollars ($1,000,000) disease for each employee and One Million Dollars ($1,000,000) disease policy limit with a waiver of subrogation.

12.4 Professional Error & Omissions or media liability coverage or endorsement to cover professional liabilities arising out of production, including claims of privacy, defamation, copyrights in an amount no less than $2M per claim and $5M Aggregate.

12.5

12.6 Commercial/Business Automobile Liability Insurance with a combined single limit for bodily injury and property damages of not less than One Million Dollars ($1,000,000), each occurrence with respect to Producer's owned, hired and non-owned vehicles assigned to or used in the performance of Producer's work.

12.7 All-Risk Property Insurance: To insure Producer's equipment for full replacement value.

13. 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 Arizona, 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 JAMS Mediation situated in Pinal County, Arizona 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.

14. 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 PCSO:

Pinal County Sheriff's Office
971 Jason Lopez Circle
Florence, Arizona 85132
Attn: Sheriff Mark Lamb
Mark.Lamb@pinal.gov

If to Producer:

Lucky 8 TV, LLC

_____

_____

Attn:
E-Mail:

15. Miscellaneous.
    a. Authority. 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.
    b. Assignment. PCSO shall not be permitted to assign or delegate any of rights or obligations under this Agreement.
    c. Confidentiality. Except if required by law, PCSO shall at all times keep the terms of this Agreement confidential.
    d. Counterparts. 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.
    e. Severability. 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.
    f. Entire Agreement and Modification. 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.
    g. Conflicts of Interest: The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest apply to this Agreement.

NOW THEREFORE, the parties do hereby signify their agreement to the foregoing:

For PINAL COUNTY, ARIZONA

By:

Print Name:

Supervisor, Pinal County Board of Supervisors

Date:

For LUCKY 8 TV, LLC.

By: GREG HENRY
CO-PRESIDENT

Date: 9/19/24

For the PINAL COUNTY SHERIFF'S OFFICE

By: _____
Mark Lamb, Pinal County Sheriff

Attest:

_____
Clerk of the Board

Date: _____

Approved as to form:

_____
Deputy County Attorney

Date: _____