

Chief St. John,

CITY OF GLENDALE  
ORIGINAL

C-11202  
10/03/2016

This letter will confirm our understanding of conditions under which Magical Elves, LP (“MEI”) will “ride along” with Glendale Police Officers to assess the potential to produce “Time For Justice” (“Project”) with the cooperation of the Glendale Police Department (“Department”) during October 4, 2016-October 5, 2016 (“Development Period”).

1. The Department will be fully consulted in advance of any filming or recording, after which the Department will allow MEI reasonable access to officers and situations such officers encounter. All MEI film and recording activity will be subject to and under control of the Department officer in charge. MEI recognizes that some officers and citizens may refuse to be filmed and that the Department has no obligation to compel them to do so.
2. The footage taken during the Development Period is not intended for broadcast, distribution or release. Notwithstanding the foregoing, MEI hereby grants Department the right to review and approve all film and recordings made during the Development Period prior to any broadcast, distribution or release.
3. The parties to this agreement, MEI and Department, agree that they shall each indemnify, defend and hold harmless, the other party, its officers, agents, employees and administrators from and against any and all claims for damage and liability, for injury to or death of persons; and for damage to or destruction of property occurring during and arising out of the acts or omissions of the indemnifying party, its employees and/or agents with regard to the filming; and shall pay the reasonable cost of defending

lawsuits resulting therefrom, including, but not limited to, reasonable attorney's fees, court costs and any judgment awarded to a third party as the result of such suit. In addition to the foregoing, MEI also agrees to indemnify, defend and hold harmless the Department from and against all claims related to intellectual property claims arising out of MEI's filming activities.

4. The **City of Glendale, Arizona** shall be named an additional insured on MEI's Comprehensive General Liability Insurance Policy, which shall be written up to a minimum of \$1,000,000.00 in coverage. MEI's insurance coverage shall be primary insurance with respect to the Department, its officers, agents, employees and administrators. Any insurance or self-insurance maintained by the Department, its officers, agents, employees or administrators shall be in excess of MEI's insurance, and shall not contribute with it.
  
5. In the event that the parties agree to proceed with filming the Project after the Development Period, then the terms and conditions pertaining to any such filming will be memorialized in a separate agreement between the parties.



Magical Elves, LP.

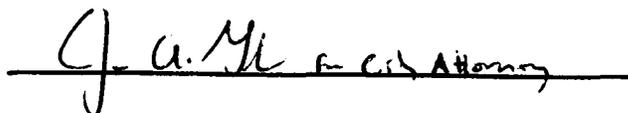


Signature of Authorized Representative  
Glendale Police Department

ATTEST:



Approved as to form:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09.30.16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  ARTHUR J. GALLAGHER & CO. INSURANCE BROKERS OF CALIFORNIA, INC. 505 N. BRAND BLVD., SUITE 600 GLENDALE, CA 91203-3944 License No.0726293	<b>CONTACT</b> NAME: Tamara Graff PHONE (A/C, No, Ext): 818-539-1287		FAX (A/C, No): 818-539-1287
	ADDRESS: E-MAIL: tamara_graff@ajg.com PRODUCER CUSTOMER ID #:		
<b>INSURED</b>  D&J Productions, LP; Magical Elves, LP 6255 West Sunset Blvd. Suite 1600 Los Angeles, CA 90028	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : ATLANTIC SPECIALTY INSURANCE COMPANY</b>		
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
<b>INSURER E :</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDLSUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	x		CP02238-05	12/21/15	12/21/16	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYSICAL DAMAGE*	x		CP02238-05  *MP00301-05 DEDUCTIBLE 10% OF LOSS SUBJECT TO A \$2,500 MIN / \$7,500 MAX	12/21/15	12/21/16	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> DEDUCTIBLE \$ RETENTION \$	x		EX00870-05 <b>GENERAL LIABILITY AUTO LIABILITY WORK COMP 3<sup>RD</sup> PARTY PROP DAMAGE</b>	12/21/15	12/21/16	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	406-03-71-27-0005 **EVIDENCE ONLY** PAYROLL SERVICE USED	03/25/16	03/25/17	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	
A	<b>PRODUCTION PACKAGE</b> <b>THIRD PARTY PROPERTY DAMAGE MISCELLANEOUS EQUIPMENT PROPS/SETS WARDROBE</b>			MP00301-05 <b>LOSS PAYEE REPLACEMENT COST WORLDWIDE</b>	12/21/15	12/21/16	LIMIT: \$1,000,000 DED: \$2,500 LIMIT: \$5,000,000 DED: \$2,500 LIMIT: \$2,000,000 DED: \$2,500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF GLENDALE, ITS DEPARTMENT, ITS OFFICERS, AGENTS, EMPLOYEES AND ADMINISTRATORS ARE INCLUDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY (CG 20 26 07 04) OR AUTO LIABILITY POLICIES AND A LOSS PAYEE UNDER THE PRODUCTION PACKAGE POLICY BUT ONLY AS RESPECTS THEIR AGREEMENT WITH THE NAMED INSURED FOR THE RENTAL OR LEASE OF PROPS, SETS & WARDROBE, EQUIPMENT, VEHICLES OR PREMISES FOR PRODUCTION ENTITLED "TIME FOR JUSTICE: 30 CRIMES IN 30 DAYS" (DEVELOPMENT). COVERAGE IS PRIMARY AND NON-CONTRIBUTORY.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF GLENDALE: GLENDALE POLICE DEPARTMENT  
 5850 W. GLENDALE AVE.  
 GLENDALE, AZ 85301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Tamara Graff*

© 1988-2009 ACORD CORPORATION. All rights reserved.