

LICENSE AGREEMENT
BETWEEN THE COUNTY OF EL PASO AND
WARNER BROS. PICTURES

This Facilities License (“**License**”) is made by and between El Paso County Texas, a political subdivision of the State of Texas (referred to here as the “**County**” or “**Licensor**”), and Warner Bros. Pictures, a division of WB Studio Enterprises Inc. (referred to here as “**W.B.**” or “**Licensee**”).

WHEREAS, El Paso County seeks to encourage the development of various types of business in the County which will provide employment, training, revenue and economic development to the County and its citizens; and

El Paso County also wishes to promote the County as a locale for the development and production of film, movie, and other media; and

The County owns property located at 307 South Campbell Street El Paso, Texas (**the Premises**) which is currently unoccupied; and

The Premises includes a structure (the Building) and adjacent parking lot (the Parking Lot); and

W.B., a film producer and distributor, is engaged in producing a film tentatively titled “BC Project” (the “BC Project” or “the Picture”) within El Paso County and requires a location to mobilize equipment, services, and personnel appurtenant to and in support of the Picture; and

W.B.. has requested that the County assist in making a portion of the Premises available to W.B.; and

WHEREAS, El Paso County finds that it is in the best interests of the County and its citizens to make space available to W.B. and use of the Premises in support of the Picture and in support of promoting the El Paso area;

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. ADOPTION OF RECITALS.

The above-stated recitals are incorporated by reference, are made a part of this Agreement, and shall be as effective as if repeated verbatim within the Agreement.

GRANT OF PERMISSION TO USE DESIGNATED COUNTY FACILITIES:

SECTION 2. APPROVED PERIOD & PURPOSE.

This License grants permission to W.B. as a licensee to use space designated by El Paso County at the Premises for the purposes specified in this Agreement during the designated period and for the stated fees and other consideration. W.B. ’s use of the Premises shall begin on or after May 27,

2024, and shall terminate at 11:59 p.m. on July 30, 2024. This license is granted exclusively to W.B. solely for the purposes stated in this License.

SECTION 3. GRANT OF RIGHT TO USE DESIGNATED COUNTY FACILITIES DURING APPROVED PERIOD OF USE.

- A. County agrees that W.B. and its employees, personnel, agents, contractors and suppliers shall have the right to use the Parking Lot area designated by the County as well as the specified limited areas within the currently unoccupied Building as specified in this Agreement.
1. W.B. may use the areas designated by the County in the Parking Lot i) to stage equipment, sets, film support and catering vehicles including mobile facilities for hair, makeup and costumes ii) for shaded respite areas for performers and crew; iii) placing portable restrooms and handwashing stations and iv) related facilities required during the course of the Picture. Dumpsters currently located in the Parking Area will remain in place. W.B. shall not use the dumpsters without express County permission.
 2. W.B. may use a limited area of the Building's first floor as specified by the County or its authorized representative. W.B.'s use will be limited to open area of the first floor for crew respite, food serving areas, changing areas, restrooms to the extent they are available, storage for costumes and makeup, food storage and serving, and similar support services related to the Picture. W.B. may use the bathroom facilities subject to Paragraph 3 below W.B. will at its own cost and in coordination with the County, professionally clean the first floor of the Building. The County will take steps to secure the stairwells and remaining office space on the first floor so that W.B. employees, agents, contractors and invitees do not enter any area which W.B. is not authorized to use.
 3. County will work with W.B. to investigate the operation and function of the plumbing, mechanical, electrical, and HVAC systems within the building. If the plumbing system is inadequate for W.B.'s use, W.B. shall provide its own portable bathroom and washing facilities.
 4. The County will provide electrical and water services to the building at the County's cost.
 5. W.B. acknowledges that the HVAC system within the Building may not be currently operational and will not be available during the term of this Agreement. Therefore, W.B. will provide its own HVAC services to the Building.
 6. W.B. is solely responsible for the use, and storage security of all its supplies, equipment and materials. The County will provide keys to W.B. to the gates and locks securing the Premises. W.B. will safeguard the keys and return them the County no later than August 1, 2024.
- B. License Fee
1. For consideration of the grant of this License and use of the Parking Lot and Building area, W.B. agrees to pay the County of El Paso the sum of Twenty-Five Thousand Dollars and no Cents (\$25,000). The License Fee shall be paid in the

full amount to the County of El Paso c/o El Paso County Auditor, 320 S. Campbell St., Suite 140 El Paso TX 79901. The license fee shall be paid in full to the County and returned with the fully executed copy of this Agreement. If W.B. holds over after July 31, 2024, W.B. agrees to pay the County the sum of \$1000.00 per partial or full day of holding over. Any hold over amount must be paid within 5 days of demand by the County. Any overdue amounts are subject to the Texas Prompt Payment Act. This paragraph survives the expiration of the term of this License.

C. County's representations and warranties:

1. County at all times holds all right, title and interest in the Licensed facilities.
2. County retains the right to temporarily access and use the designated space(s) with the County facility as may be required to address maintenance and sanitation issues or address concerns with use of the Premises.
3. County will pay the reasonable cost of water, sewer, and electric utilities as metered for the Premises by local utility companies. In the event, W.B. requires additional electrical generation, County will not pay the cost of any generators or associated fuel used by W.B. to provide electrical services.

C. Restrictions & Return of Licensed Premises

1. W.B. shall not loan, assign or transfer any interest in the Licensed Facility.
2. Upon termination of this License, W.B. will clean the Parking Lot area and Building first floor to include disposal of trash, debris, unneeded items, etc. in appropriate waste disposal containers. W.B. will pay for the removal of the trash and debris. W.B. shall return the Premises to the County in no less condition as when originally made available by the County.
4. W.B. is responsible for the proper disposal of any supplies and materials used within any of the Premises.
5. The Premises shall be used for the purposes stated in this License only and for no other purposes without the prior written consent of the County. W.B. shall not use the Premises and shall not permit anything to be done on the Premises which will in any way violate or conflict with any law, statute, zoning restriction, or governmental rule, regulation or requirement. Consumption or possession of any illegal substance is prohibited in the building or on the property.
6. W.B. has independently investigated all matters relating to the use of the Premises and satisfied itself that the Premises may be used as W.B. intends. W.B. agrees that it is not relying on any oral warranty or representation made by the County concerning the use of the Premises.

7. Any damage done to any of the County facilities, as determined by the County Public Works Department, will be the financial responsibility of W.B .
8. The County of El Paso assumes no responsibility for property left on the premises by W.B.
9. W.B. is solely responsible Setup, or breakdown of any equipment, tents, or supplies at the Premises.

SECTION 4. NOTICE.

The Parties will send notices required by this Agreement in writing and delivered by e-mail or certified mail to the addresses described in this Section. All notices are considered received three (3) business days after the postmark date or upon return of a read receipt confirmation. Either Party may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address, the notified party will send all further notifications to the new address. Parties will address notices as follows:

To W.B.:

Will Weiske
Executive Producer/WPM
Production Office
Warner Bros. Pictures.
3000 W. Alameda Ave
Hope Building Suite, H350
Burbank, CA 91505

Copy to:

Warner Bros. Pictures
4000 Warner Boulevard
Building 5
Burbank, California 91522
Attention: Kirby Adams (regarding BC Project)
Kirby.adams@wbd.com

To the County of El Paso:

THE COUNTY OF EL PASO
Attn: County Administrator
500 E. San Antonio
El Paso, Texas 79901

Copy to:

Norma Palacios Rivera
Public Works Director
915-273-3330
800 E. Overland
Suite 200
El Paso TX 79901
NPalacios@epcounty.com

SECTION 5. LIABILITY AND INDEMNIFICATION.

1. W.B. SHALL BE LIABLE FOR ITS OWN GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BAD FAITH IN ITS USE OF THE COUNTY FACILITIES AND ANY ACTIVITIES HELD THEREON.
2. TO THE EXTENT ALLOWED BY LAW, EXCEPT TO THE EXTENT ARISING FROM THE COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, W.B. AGREES TO INDEMNIFY THE COUNTY AND SAVE IT HARMLESS AGAINST ANY AND ALL LIABILITIES, INCLUDING JUDGMENTS, FOR ANYTHING DONE OR OMITTED BY THE W.B. OR ANY ACTIONS TAKEN BY W.B. OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES ON THE COUNTY'S FACILITIES. W.B. RELEASES AND DISCHARGES THE COUNTY, ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, JOINTLY AND SEVERALLY FROM ANY AND ALL LIABILITY FOR ANY ILLNESS, INJURY, AND DAMAGES WHICH MAY BE SUFFERED ARISING OUT OF THE USE OF THE PREMISES. THIS INDEMNITY SHALL BE INTERPRETED BROADLY AND INCLUDES, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES, LIABILITY, DAMAGE, LOSSES, COSTS OR EXPENSES, DUE TO SICKNESS, PERSONAL INJURY, DISEASES, OR DEATH, OR THE UNLAWFUL DISPOSAL OF ANY MATERIALS.
3. W.B. SHALL, AT W.B. 'S OWN EXPENSE, KEEP IN FORCE A POLICY OF COMMERCIAL GENERAL LIABILITY INSURANCE WITH POLICY LIMITS NOT LESS THAN \$5,000,000.00 PER OCCURRENCE. THE LIMIT OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF THE W.B. UNDER THIS AGREEMENT. W.B. MAY CARRY THE INSURANCE UNDER A BLANKET POLICY. UPON REQUEST, W.B. SHALL DELIVER TO THE COUNTY CERTIFICATED EVIDENCING THE EXISTENCE OF INSURANCE REQUIRED BY THIS AGREEMENT. W.B. SHALL ALSO CARRY WORKERS COMPENSATION FOR ITS EMPLOYEES THAT COME UPON THE PREMISES TO PERFORM WORK INCIDENT TO THIS AGREEMENT.

SECTION 6. GENERAL PROVISIONS.

- A. GOVERNING LAW. This Agreement is governed by Texas law.
- B. VENUE. The venue for disputes regarding this Agreement between the Parties will be El Paso County, Texas.
- C. NO OTHER RELATIONSHIP. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the County and W.B.

- D. **PUBLIC INFORMATION.** This Agreement is public information. The Parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. The Parties agree that they will mark any information that they consider to be confidential, proprietary, and/or trade secret in their communications in connection with this Agreement. The Parties agree to provide notice to the other Parties in accordance with the Public Information Act in the event any Party receives a request for information under the Public Information Act for information that another Party has marked as confidential, proprietary, and/or trade secret.
- E. **SOVEREIGN IMMUNITY ACKNOWLEDGED AND RETAINED.** The Parties acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by the County of any immunities from suit or liability which the County may have by operation of law. The County retains all governmental immunities.
- F. **GOVERNMENTAL FUNCTION.** The Parties agree that the County is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act.
- G. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- H. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on W.B. and the County of El Paso, and the County of El Paso's and W.B.'s successors and assigns.
- I. **ASSIGNMENT.** W.B. may not assign any rights or responsibilities conferred on it through this Agreement to any other Party unless previously authorized by El Paso County in writing.
- J. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- K. **COMPLIANCE WITH LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. **DISCRIMINATION PROHIBITED.** W.B. shall comply with all laws prohibiting discrimination and the applicable local, state and federal requirements.
- M. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, pandemic, acts of terrorism, the act of any government or authority that would make performance under this Agreement impossible, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond

either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- N. PROVISIONS SURVIVING THIS AGREEMENT. In addition to the Sections that note survival past the Term of the Agreement, representations, releases, warranties, covenants, indemnities, obligations to repair damage and confidentiality and the below waiver of injunctive relief survive past the execution, performance, and termination of this Agreement.
- O. AUTHORITY. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. FINES AND PENALTIES. Each Party is responsible for fiscal penalties, fines, or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal law occurred as a result of that Party's actions.
- Q. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- R. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.
- S. All attachments referenced in this Agreement are incorporated in full to this Agreement by reference.
- T. HOLDING OVER. In the event that W.B. holds over after July 31, 2024, W.B. agrees to pay the County the sum of \$1000.00 per partial or full day of holding over. This paragraph survives the termination of this License.
- U. COUNTERPARTS. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.
- V. NO INJUNCTIVE RELIEF. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Licensor or its successor and assigns, or any other party now or hereafter having an interest in the Premises, seek or be entitled to enjoin, restrain or otherwise interfere with the production, distribution, advertising, publicizing, exhibiting or other exploitation of W.B.'s motion picture production presently entitled "BC PROJECT".

COUNTY OF EL PASO

Ricardo A. Samaniego
El Paso County Judge

Date: _____

Approved as to Form:

Norma Rivera Palacios
Public Works Director

Erich A. Morales
Assistant County Attorney

Licensee

**Warner Bros. Pictures, a division of
WB Studio Enterprises Inc.**

Will Weiske
Authorized signatory

Date: _____