

NEW YORK CITY HOUSING AUTHORITY
TV/FILM/PHOTOGRAPHY LICENSE AGREEMENT
COVER PAGE

A. Production Company or other entity:

Name:

Address:

City, State, Zip:

Contact Person:

Email:

Telephone:

B. License Area:

Name of Housing Development:

Address of building:

Including the cross-hatched area of the attached site plan (if any is attached).

C. Term:

1. Commencement Date:

2. Expiration Date:

3. Hours:

D. Location Fee: \$ _____ per day.

E. Authorized Purpose:

1. Television episode of:

2. Music Video entitled:

3. Motion picture entitled:

4. Commercial sponsored by:

5. Approved documentary, human interest story or news story without editorial comment, that may identify the New York City Housing Authority, the Housing Development and its location both textually and visually entitled:

May include a landmarked Housing Development.

May not include a landmarked Housing Development.

6. Other (specify):

F. General Activities involved in the Authorized Purpose (check all that apply):

Still photography, Motion picture or video photography

Audio recording, Stunts, Set construction Lighting

G. Stunts to be performed within the License Area:

H. Alternative Parking Areas for the Housing Development's Residents and Commercial Tenants:

I. Alterations to the License Area:

J. Submission of Insurance Coverage Information

Insurance Requirements and submission of proof of insurance coverage are described below. Proof of insurance coverage must be submitted electronically unless a waiver is granted, in which case hard copy of insurance certificates may be provided.

Waiver of electronic submission is requested.

K. Use of an occupied apartment:

Apartment number(s) _____ within the _____ Housing Development will be accessed and require the consent of the following Tenant(s) _____. The Production Company must ensure that the Tenant Consent(s) is/are completed and attached herewith as **Exhibit F**. The following activities will occur inside the apartment(s):

L. Completion of Agreement and Signatures

The Production Company must ensure that the Certification by Broker and Tenant Consent(s) (if applicable) are completed and signed. The Production Company must sign and date the License Agreement on the last page prior to the exhibits. The New York City Housing Authority will sign thereafter subject to approval.

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SAMPLE

NEW YORK CITY HOUSING AUTHORITY

FILM LICENSE AGREEMENT

IT IS HEREBY AGREED, as of the date immediately above the signatures that follow herewith (the “**Effective Date**”) between the NEW YORK CITY HOUSING AUTHORITY, a public benefit corporation organized pursuant to the laws of the State of New York, having an office at 250 Broadway, New York, New York 10007 (the “**Authority**” or “**NYCHA**”), and the PRODUCTION COMPANY named on the cover page immediately prior hereto (the “**Cover Page**”), that is a validly organized entity in the state referenced on the Cover Page, having its principal address listed on the Cover Page (the “**Licensee**”) (the Authority and the Licensee are collectively referred to as the “**Parties**” and each, individually, as a “**Party**”), in consideration of the mutual promises contained herein and subject to the terms and conditions set forth in this non-exclusive, temporary, revocable license agreement (the “**License Agreement**”), that:

1. **Grant of License.** Licensee, its employees, contractors and subcontractors are hereby granted a non-exclusive, temporary, revocable license to access and to enter upon certain portions (the “**License Area**”) of a public housing development (the “**Development**”) owned by the Authority (the “**License**”). The sole purpose of the License is to permit ingress to and egress from the License Area by the Licensee, its employees, contractors and subcontractors specifically retained therefore, for the staging (including the setting up and taking down of equipment), photographing, filming and sound recording (collectively, the “**NYCHA Scene(s)**”) within the License Area, including without limitation, all interior common areas and exterior areas, buildings and other structures owned by the Authority, on or about the License Area (the “**Authorized Purpose**”) subject to the limitations contained in this License Agreement. The Development, License Area, NYCHA Scenes and Authorized Purpose are more particularly described on the Cover Page.

For the purpose of this License Agreement, the term “**NYCHA Scenes**” shall include visual or aural sequences or scenes, intended to be or become either entirely or a part of a work of art or entertainment, or director’s cuts or outtakes, that are memorialized through (x) audio recording (in any format now known or unknown) or (y) motion picture, still, film, video and/or digital photography (or any format now known or unknown) and are authorized to be made pursuant to this License Agreement.

For the purpose of this License Agreement, the term “**Work**” shall mean the work of art or entertainment that the NYCHA Scenes are intended to be or become either entirely or a part of, including director’s cuts and outtakes.

2. **Term.** The term of this License Agreement shall commence on the date described on the Cover Page (the “**Commencement Date**”) and terminate on the earliest of: (i) the “**Expiration Date**” set forth on the Cover Page (hereinafter, the interim period between the Commencement Date and the Expiration Date is referred to as the “**Term**”), (ii) the date that photographing and recording of all sequences or scenes of the NYCHA Scenes have been completed or (iii) the date this License Agreement is terminated or revoked, as herein provided.

3. **Extension of Term.** Provided that the Licensee is not in breach or violation of any provision of this License Agreement, the Licensee may request an extension of the Expiration Date of this License Agreement (the “**Extended Expiration Date**”) for up to two (2) additional consecutive period(s) of two (2) weeks each or such longer period in the event of unavoidable delays, with such extensions beginning immediately upon the expiration

upon the expiration of the prior term, by providing the Authority with a written request received at least two (2) consecutive business days prior to the Expiration Date. Such extension request may be granted or denied by the Authority in its reasonable discretion. Licensee shall be required to pay to the Authority an additional Location Fee (as defined in Article 6 below) for the period of each such extended Term.

4. **Authority Contact Person and Licensee Contact Person.** To facilitate efficient communication between the Authority and the Licensee, each Party has designated a representative with responsibility for the routine administration of such Party's obligations pursuant to this License Agreement, and to inform the other Party of all material events, information and communications relating to the Authorized Purpose. The point of contact for each Party, the "**Authority's Contact Person**" and the "**Licensee's Contact Person**", respectively, shall be promptly disclosed to the other Party along with each said contact's email address and telephone number.

5. **Access.**

(a) The Licensee shall have access to the License Area in order to engage in the Authorized Purpose on the days and during the hours described on Cover Page hereto, excluding days observed as holidays by the governments of the United States of America, the State of New York or The City of New York. The Licensee may, in the Authority's sole discretion, have access to the License Area at such other times as the Authority may first approve in writing, upon reasonable prior written request from the Licensee.

(b) The Licensee shall follow the directions of the Development's Manager and staff regarding ingress and egress through the Development and the movement of the Licensee's equipment into, out of, and within the License Area.

(c) The Authority shall make good faith efforts to provide access to the License Area, but cannot guarantee such access by the Licensee. If access is denied on any portion of the dates and during the hours described on Cover Page hereto, the Authority shall make reasonable efforts to reschedule the photographing and recording of the NYCHA Scenes contemplated by this License Agreement.

6. **Location Fee**

(a) Licensee shall pay to the Authority the location fee (the "**Location Fee**") for the Term as described on Exhibit A hereto and set forth on the Cover Page. The Location Fee is due and payable in full upon execution, digitally or otherwise, of the License Agreement.

(b) The Licensee agrees to be responsible for the cost of all overtime compensation and related payroll expenses incurred by the Authority in connection with any overtime hours worked by Authority personnel to secure the License Area, or as otherwise reasonably necessitated by the Authorized Purpose. Overtime compensation shall be incurred for any work commenced prior to 8:00 a.m. and after 4:30 p.m. Overtime fees are due and payable when incurred as set forth in Exhibit B.

(c) In the event Licensee fails to vacate the License Area following the Expiration Date, or the Extended Expiration Date, if any, or the sooner termination of this License Agreement, Licensee shall be required to pay to the Authority "**Use and Occupancy Charges**" in respect of the License Area in pro rata amounts that equal the Location Fee. The Authority, by the acceptance of Use and Occupancy Charges, will not be deemed to have waived any of its rights under this License Agreement.

(d) Nothing contained in this License Agreement may be construed as permitting Licensee to retain a right of access to, or possession of, the License Area after the expiration or the sooner termination of this License Agreement. Any continued occupancy by Licensee after the expiration or the sooner termination of this License Agreement is at the will of the Authority and solely as an accommodation to Licensee.

(e) The provisions of this Article 6 shall survive the revocation, expiration or termination of this License Agreement.

7. **Parking.** In general, the Authorized Purpose shall not interfere with, or reduce the number of spaces, for vehicle parking in any of the Development's parking lots. However, if the Authority agrees otherwise, as reflected on Cover Page hereto, then the Licensee recognizes that Authority Residents and/or its commercial tenants will be prevented from using the License Area and/or its associated parking lot to park their vehicles in certain assigned spaces. Licensee shall accordingly, throughout the Term, and including any extension thereof, provide, at no cost or expense to the Authority, Authority Residents and/or commercial tenants with alternative reserved parking spaces ("**Alternative Parking Areas**") to park their vehicles. Prior to the execution, digitally or otherwise, of this License Agreement, Licensee shall provide the Authority with proof, such as a copy of a receipt for payment or other forms of proof acceptable to the Authority, evidencing that Licensee has pre-paid all charges associated with the rental of the Alternate Parking Areas (the "**Proof of Payment**"). Licensee shall provide the Authority with copies of all notices received from the Alternative Parking Areas in accordance with Article 20, below.

8. **Licensee's Acknowledgments.** The Licensee expressly acknowledges that

(a) the Authority makes no representation or warranty as to the suitability or fitness of the License Area for the Authorized Purpose;

(b) the Authority shall have no obligation to perform any work at the License Area or to make any alterations, repairs, renovations or restorations of any nature whatsoever or to cause the License Area to comply with any applicable laws and regulations;

(c) the Authority shall not be responsible for theft or vandalism of any property or equipment owned or installed by the Licensee and shall have no obligation to furnish any services (including security services) with respect to the License Area and the Licensee shall make such arrangements as may be approved by the Development's Management Office to secure the License Area utilized by Licensee during the Term as may be extended;

(d) the Authority shall have no obligation with respect to the Authorized Purpose, it being expressly understood that no person or entity engaged by the Licensee in connection with the Authorized Purpose shall be deemed an employee or agent of the Authority;

(e) the failure by the Authority to insist upon the strict performance of any covenant or obligation to be performed by the Licensee under this License Agreement or to exercise any right or remedy consequent upon a breach of this License Agreement will not constitute a waiver by the Authority of any right or remedy consequent upon a breach of such covenant or obligation;

(f) the Licensee has no possessory interest in the License Area and has no greater right to use or occupy the License Area than is provided by the License granted under this License Agreement;

(g) the Authority's unconditional right to revoke the License granted by the Authority to the Licensee in this License Agreement, as set forth in Article 17, shall not be affected by the length of the Term of this License Agreement or by any cost, expense or liability assumed or incurred by the Licensee in connection herewith or with the License Area, or by anything else whatsoever;

(h) the Licensee acknowledges and agrees that it shall have no right to violate the privacy of any Authority resident, any guest of a resident, any Authority employee, or any licensee or invitee of either the Authority or any of its residents (collectively, "**Protected Persons**"). In furtherance of the foregoing, the Licensee agrees that it shall not create or utilize a NYCHA Scene of any Protected Person without the express prior written consent of such Protected Person;

(i) the License Area is located in a residential housing development and Licensee agrees to use all due care not to disturb the peace, comfort or repose of the Authority's residents or any licensee or invitees of the residents in their respective apartments, the hallways, parking lots or on the grounds of the Development; and

(j) the Authority shall have no responsibility to relocate any of its residents or to require any of its residents or other persons to vacate any portion of the Development or to relocate any vehicles parked on the Development.

9. **Licensee's Covenants.** The Licensee covenants to the Authority that

(a) the Licensee shall exercise all due care with respect to the Authorized Purpose. The foregoing obligation shall include, without limitation, the obligation to use all due care (i) to ensure the safety of: (A) Authority residents, employees, guests, licensees and invitees; (B) the Licensee's personnel, employees, agents, contractors and subcontractors; and (C) any activities conducted by the Licensee, and (ii) to maintain in good condition the property, fixtures and personality contained within the License Area.

(b) the Licensee expressly assumes the sole and exclusive risk with respect to the safety of the Authorized Purpose including, without limitation, Stunts (as such term is defined below), to be conducted at the License Area as a part of the Authorized Purpose. Further, the Licensee expressly releases the Authority from any and all claims or causes of actions that Licensee may have against the Authority in connection with Licensee's use of the License Area or any portion of the License Area for the Authorized Purpose including, but not limited to, Stunts. For the purpose of this License Agreement, "**Stunt(s)**" shall be defined as any NYCHA Scene that involves possible injury to performers or others within the License Area.

(c) the Authorized Purpose shall comply with all applicable federal, State, municipal, and local laws, ordinances, codes, rules and regulations, notices, and orders (including any environmental laws and laws concerning the protection of historic properties, if applicable), and any requirements as to permits, approvals, testing and or licenses, and the payment of any and all fees imposed in connection therewith, related to the Authorized Purpose and/or that bear upon the conduct of those persons engaged in performing the Authorized Purpose;

(d) the Licensee will promptly (and at a minimum on a daily basis), in accordance with all applicable laws and at its sole cost and expense, have all the refuse, debris, garbage, waste and other objectionable materials caused by or as a result of the Authorized Purpose removed from the License Area and the sidewalks, pathways and curbs adjacent thereto;

(e) the Licensee shall take all reasonable and prudent measures as may be necessary or legally required to contain and reduce dust and noise arising from the Authorized Purpose;

(f) if the Authorized Purpose to be performed by the Licensee shall expose any underground utilities, the Licensee shall ensure that such underground utilities are adequately protected at all times so that such utilities are not damaged in any way, and shall immediately notify the Authority of such exposure of underground utilities;

(g) the Licensee, and its specific employees, contractors and subcontractors engaged in furtherance of the Authorized Purpose shall carry at all times while they are on the License Area, and display upon request, identification cards acceptable to the Authority;

(h) in no event shall the Licensee bring any hazardous substances, as defined under all applicable federal, city, state and local environmental laws, onto the License Area or the Development in violation of such environmental laws (an "**Environmental Breach**") and that Licensee shall to the fullest extent provided by law and not in limitation thereof, indemnify, defend and hold harmless the Authority, its agents, board members ("**Members**") employees, successors, and assigns (collectively, the "**Indemnified Parties**") from and against any and all penalties, losses, claims, damages, punitive damages, expenses, suits, judgments, fines, costs, liabilities (including sums paid in settlement of claims), interest, reasonable attorneys' fees (including any reasonable attorneys' fees incurred in enforcing this indemnity), consultants' fees and expert fees whatsoever to the extent caused by Licensee's Environmental Breach at the License Area or Development; the indemnification provisions of this Section 9(h) shall survive the revocation, expiration or termination of this License Agreement;

(i) the Licensee will not, in connection with the Authorized Purpose at the License Area, discriminate or permit discrimination against any person(s) or organization(s) because of race, sex, color, age, religion, national origin, disability, marital status, military service, sexual orientation or for any other reason prohibited by law. The Licensee must use its best efforts to ensure that parties with whom it conducts business in connection with the Authorized Purpose or its use of the License Area comply with the aforesaid prohibitions against discrimination;

(j) the Licensee shall not under any circumstances make or attempt to make any alterations, additions or improvements to the License Area, except as set forth in Cover Page hereto, all of which shall be subject to Article 18; and

(k) Licensee shall give and post any and all safety warnings, in and around the License Area, necessary to ensure that no person is placed at risk or injured due to the activities of Licensee. Further, Licensee shall post any and all safety warnings that Authority instructs Licensee to so post.

10. **Intellectual Property and Exhibition Rights.**

(a) Except for a documentary, human interest story or news story without editorial comment, concerning and approved by the Authority,

(i) the terms “New York City Housing Authority,” “NYCHA,” “The City of New York Housing Authority”, any derivation thereof or the name of the Development (the “**Restricted Content**”) shall not be utilized in the (A) NYCHA Scenes, (B) Work or (C) any advertising or promotional literature of any kind whether written, graphic, audio, film, video or data format now known or unknown (the “**Materials**”),

(1) notwithstanding the exception described in Section 10(a), above, a logo, logotype, mark or trademark of the Authority shall not be used in the NYCHA Scenes, the Work or the Materials under any circumstances. For the avoidance of doubt, this restriction applies regardless of the subject matter of the Work,

(ii) no portion of the NYCHA Scenes shall be used in any still photograph, mock-up or trailer utilized in any way outside of the Work itself (e.g., in artwork used in advertising or a DVD cover),

(iii) The Licensee shall not utilize in the Materials, the NYCHA Scenes or the Work, (A) the names of streets upon which the Development is located or that would identify the Development as a public housing development owned by the Authority or (B) other graphic, photographic or audio image that, when viewed in or out of context, identifies the Development, a public housing development owned by the Authority or the Authority,

(iv) Unless otherwise agreed, the Licensee shall not utilize in the Materials, the NYCHA Scenes or the Work, any features of the following public housing developments protected by New York City Administrative Code, Chapter 3 – § 25-301 *et seq.* (the “**Landmarks Law**”): specifically, First Houses, Williamsburg Houses and Harlem River Houses, which features are of a special character or a special historical or aesthetic interest or value representing the Authority’s and New York City’s cultural, social, economic, political and architectural history; and

(v) For the avoidance of doubt, the exceptions described in the first three clauses of paragraph 10(a) do not include an opinion piece.

(b) The Licensee shall not merchandise material or products based on the NYCHA Scenes, without the express prior written consent of the Authority, which may be granted or withheld in the Authority’s sole and absolute discretion.

(c) Notwithstanding Section 10(a) above, and except for a documentary concerning and approved by the Authority, the Licensee may, but is not required to, list and acknowledge the services of the Authority in the closing credits of the Work, using the words “The New York City Housing Authority” to identify the Authority.

(d) In no event shall the Authority incorporate Licensee’s name or the name of Licensee’s parent or subsidiary companies or companies under common control with Licensee, or any registered trademarks belonging to any of the aforementioned, in any promotional materials, advertising, public relations copy, or similar materials, without the express prior written approval of Licensee.

(e) Licensee has the right to forever distribute, and exhibit the Work throughout the world theatrically, by pay or free television, or any other manner or means now existing or hereafter used or conceived, as well as the exclusive right to use the NYCHA Scenes as a part of the Work as a whole, in publicity and advertising pertaining to the Work, provided that such advertising and publicity does not express or imply an endorsement of the Work, or any other product or service, by the Authority.

(f) All rights of every kind (including, without limitation, all copyrights and rights of exhibition and broadcast) throughout the world in perpetuity in and to the NYCHA Scenes shall be and remain vested in Licensee, its successor, assigns, and licensees.

(g) Licensee represents and warrants that any use or exploitation by Licensee, its successors, assigns and licensees of the NYCHA Scenes, now and in perpetuity, shall neither defame nor present in a false light, whether inferentially, directly or indirectly, the Authority, the Protected Persons, or their respective employees and related entities.

(h) The provisions of this Article 10, and the rights and remedies described therein, shall survive the revocation, expiration or termination of this License Agreement.

11. **Remedies.** The Authority shall be limited to remedies at law for monetary damages and the Authority shall not be entitled to enjoin, restrain or interfere with use of the NYCHA Scenes or the Work as provided in this License Agreement or with the advertising, publicizing, exhibiting or exploiting the Work or any of Licensee's rights hereunder. The Authority does not waive its right to terminate the access granted under this License Agreement as provided for herein.

12. **No Assignment.** Notwithstanding the non-exclusive nature of the License being granted hereunder, this License Agreement is for the exclusive use of the Parties hereto and the access granted herein may not be assigned, in whole or in part, by the Licensee to any other person, firm, or entity.

13. **Liens.** The Licensee shall not create or permit to be created, by contract or otherwise, any lien, encumbrance or charge upon the License Area.

(a) Notwithstanding the foregoing, if any mechanic's, laborer's, materialman's, public improvement or other lien, encumbrance or charge is filed at any time against the License Area and/or the Development of which it forms a part (individually, a "Lien"), in connection with the Authorized Purpose, then within twenty (20) consecutive calendar days after the filing thereof, the Licensee must cause the Lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, and notify the Authority in writing of the discharge of such Lien, with proof thereof.

(b) If the Licensee fails to cause each such Lien to be discharged of record within the aforesaid period, and if such Lien continues for an additional ten (10) consecutive calendar days after written notice by the Authority to the Licensee, then, in addition to any other right or remedy, the Authority may, but will not be obligated to, discharge such Lien either by paying the amount claimed to be due or by procuring the discharge thereof by deposit or by bonding proceedings.

(c) The Licensee shall be liable for any amount paid by the Authority to discharge any Lien, including all costs, expenses and attorneys' fees incurred by the Authority in connection therewith, together with interest thereon at the highest rate of interest that at such time may be permitted under applicable law,

from the respective dates of the Authority's making of the payment or incurring of the costs, expenses and attorneys' fees, and shall be payable by the Licensee to the Authority within ten (10) consecutive calendar days of the Authority's demand for same.

(d) The provisions of this Article 13 shall survive the revocation, expiration or termination of this License Agreement.

14. **Indemnification.** In addition to any other indemnification provided herein, the Licensee hereby agrees to indemnify, defend (with counsel selected by the Authority), and hold the Authority, its Indemnified Parties and the Protected Persons, harmless from and against all penalties, losses, claims, damages, punitive damages, expenses, suits, judgments, fines, costs, liabilities (including sums paid in settlement of claims), interest, attorneys' fees (including any attorneys' fees incurred in enforcing this indemnity), consultants' fees and expert fees whatsoever that may arise as a result of any actual or alleged injury (including death) and/or damage to persons or property of any nature and/or any matter or thing occasioned in whole or in part by the acts or omissions of the Licensee, or by the acts or omissions of its employees, agents, licensees, invitees, contractors, subcontractors or any other entity or person involved in the Authorized Purpose, regardless of the actual cause of such injury and/or damage, including, without limitation,

(a) the removal, transport, generating, storage, use, exposure, disposal or treatment of asbestos-containing or any other environmentally hazardous substance to, at or from the License Area;

(b) any tortious conduct by the Licensee, and/or by its employees, agents, licensees, invitees, contractors, subcontractors or any other entity or person involved in the Authorized Purpose during the term of the License Agreement, whether or not said conduct is related to the performance of the Authorized Purpose and/or the use of the License Area or the pathways or sidewalks and curbs adjacent thereto;

(c) any breach by the Licensee of any covenant, agreement, representation or warranty set forth in this License Agreement; and

(d) damage to the lines or equipment of utility providers, relocation of lines or equipment of utility providers and/or disruption of utility service regardless of the location of the service.

The indemnities of this Article 14 shall not apply to injury or damage arising from the negligence or willful misconduct of the Authority, its employees, agents, licensees, invitees, contractors, or subcontractors.

The provisions of this Article 14 shall survive the revocation, expiration or termination of this License Agreement.

15. **Insurance Requirements.**

(a) **Definitions.**

(i) **"Electronic submission of insurance coverage information"** or **"submit electronically"** means the delivery of a Certificate of Insurance in a digital format into a web-based portal, electronic tracking system, or other information technology framework, as directed by the Authority's Risk Management Department. See **Exhibit G**.

(ii) **“Electronic Tracking System”** means a web-based portal, electronic tracking system, or other information technology framework designed for the collection and tracking of insurance coverage information for the Authority.

(iii) **“ISO”** means Insurance Services Office.

(iv) **“Certificate of Insurance” or “COI”** means an ACORD Certificate to evidence insurance coverage delivered via electronic submission, evidencing all of the Insurance Requirements of the License Agreement applicable to the Licensee, its contractors, subcontractors and hired bus operators.

(b) **Policies.**

(i) **Insurer Qualifications.** All insurance required to be maintained by Licensee must be issued by carriers (i) having an AM Best’s Rating of “A minus” or better, and an AM Best’s Financial Size Category of “VII”, or better and (ii) licensed or authorized to engage in the business of insurance in New York State.

(ii) **No Waiver.** Failure of the Authority to demand evidence of full compliance with these Insurance Requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee’s obligation to maintain such insurance coverage.

(iii) **Occupancy.** Commencement of occupancy of the Premises without submission to the Authority of evidence of full compliance with these Insurance Requirements, or without compliance with any other provision of this License Agreement, shall not constitute a waiver by the Authority of any rights. The Authority shall have the right, but not the obligation, of prohibiting the Licensee from occupying the Premises until the electronic submission of insurance coverage information, including but not limited to required endorsements, is complete and approved by the Authority.

(c) **Limits, Deductibles and Retentions.**

(i) **Coverage Limits.** The Limits of Liability may be provided by a single policy of insurance or by a combination of policies, but in no event shall the total Limits of Liability available for any one occurrence or claim be less than the amount required by the Insurance Requirements.

(ii) **Deductible and Retention Limits.** All deductibles and self-insured retentions shall be reflected upon both the Certificate of Insurance delivered to the Authority initially along with the electronic submission of insurance coverage information. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Licensee’s sole risk. The Licensee shall not be reimbursed for same.

(iii) **Policy Limits.** “Limits” set out in these Insurance Requirements are the minimum dollar amount of insured coverage for the risk or peril specified. If Licensee or its contractors maintain greater limits, then these specifications shall not limit the amount of recovery available to the Authority.

(d) **Evidence of Insurance.** Insurance must be evidenced as follows:

(i) **Form.** Licensee, its contractors and subcontractors, shall ensure that their New York State licensed insurance broker registers with the Electronic Tracking System, and shall further ensure the electronic submission of insurance coverage information by attaching the COI and answering the questionnaire in the Electronic Tracking System. Such insurance coverage information, as further described below, shall be incorporated by reference herein. Additionally, all requests for renewals, cancellations with reinstatements of insurance shall be made through the Electronic Tracking System subsequent to License Agreement signing.

(ii) **Delivery Deadlines.** The Licensee must complete electronic submission of insurance coverage information (i) prior to entry onto Premises, (ii) thereafter at least thirty (30) consecutive calendar days prior to the expiration of current policies or upon replacement of each certified coverage, (iii) within ten (10) consecutive calendar days of the Authority's request for updated or increased insurance coverage information and (iv) pursuant to the terms of the License Agreement.

(A) If Alterations have been approved in accordance with this License Agreement and shall be made prior to, or reasonably contemporaneously with, License Fee Commencement, then all contractors and subcontractors shall complete electronic submission of insurance coverage information prior to commencing the Alterations.

(B) If Alterations are approved at any other time during the Term, then the Licensee's contractors and subcontractors shall complete electronic submission of insurance coverage information as instructed by the Authority.

(iii) **Electronic Submission Requirements.** Electronic submission of insurance coverage information means the submission of COIs by the Licensee's, or contractor's or subcontractor's, insurance representative (who is identified in the Electronic Tracking System) described in the Definitions. Such submission must:

(A) **Insured.** State the insured's name and address.

(B) **Insurer.** State the name of each insurance company affording each coverage, policy number of each coverage, policy dates of each coverage, all coverage limits and sublimits, if any, by type of coverage, and show the digital signature of the authorized representative on behalf of the insurer.

(B) **Additional Insured Status and Subrogation Waiver.** Specify the additional insured status and waivers of subrogation as required herein. Any requirement of Additional Insured and Waiver of Subrogation status must be completed with actual endorsements to policies.

(D) **Primary Status.** State the primary and non-contributory status required herein regardless of any other limits available to the Parties to the License Agreement.

(E) **Deductibles and Self-Insured Retentions Stated.** State the amounts of all deductibles and self-insured retentions.

(F) **Notices.** Be accompanied by insurer certified copy of notice of cancellation endorsement providing that thirty (30) consecutive calendar days' notice of cancellation and/or material change will be sent to the Authority in the format required by the Electronic Tracking System, and, in particular, to the designated email mailbox.

(G) **Certificate Holder.** State that the Certificate Holder on all insurance shall be addressed to the Authority as follows: **New York City Housing Authority, Risk Management Department, 90 Church Street, 6th Floor, New York, NY 10007.**

(H) **Producer or Insurance Representative.** State the name of the Licensee's insurance broker/agent for all required insurance coverage under the License Agreement, including the producer of the COI, as well as the respondent within the Electronic Tracking System as identified within such system by the Licensee.

(I) **Authorized Representative.** Be digitally signed by a duly authorized representative of the insurers.

(e) **Courtesy Copies and Electronic Submission.**

(i) As a courtesy, upon the initial License Agreement execution, scanned copies of COIs may be delivered via email to the Authority's Contact. All such courtesy copies shall be incorporated by reference into the License Agreement **only at the initial execution of same** (as **Exhibit D** hereto) along with the Certification By Broker (**Exhibit E** hereto). Such delivery is not in place of electronic submission of insurance coverage information. In addition to scanned copies of COIs, the Licensee may provide certified copies of all required endorsements and policy declaration pages reflecting issuance of endorsements.

(ii) Following initial License Agreement execution, all COIs must be uploaded into the Electronic Tracking System. Paper copies of COIs will not be accepted by the Authority's Risk Management Department, nor will they be accepted for subsequent renewals, reinstatement due to cancellation, change of broker, etc. All further communication regarding maintenance of insurance coverage is through the Electronic Tracking System.

(f) **Licensee Insurance Representations to the Authority.**

(i) **Minimum Requirements.** It is expressly understood and agreed that the insurance coverages required herein (a) represent the Authority's minimum requirements and are not to be construed to void or limit the Licensee's indemnity obligations as contained in this License Agreement nor represent in any manner a determination of the insurance coverages the Licensee should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Licensee in support of the Licensee's liability and indemnity obligations under this License Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Licensee, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this License Agreement.

(ii) **Defaults.** In addition to any other event of default described in this License Agreement, failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this License Agreement. If the Licensee shall fail to remedy such breach within five (5) business days after notice by the Authority, the Licensee will be liable for any and all costs, liabilities, damages and penalties resulting to the Authority from such breach, unless a written waiver of the specific insurance requirement is provided to the Licensee by the Authority. In the event of any failure by the Licensee to comply with the provisions of this License Agreement, the Authority may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Licensee, purchase such insurance, at the Licensee's expense, provided that the Authority shall have no obligation to do so and if the Authority shall do so, the Licensee shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

(g) **Use of the Authority's Property; Licensee's Property.**

(i) The Licensee, its agents, contractors, subcontractors, employees, licensees or invitees shall use any property that is not Licensee's Property only with express written permission of the Authority's designated representative and in accordance with the Authority's terms and conditions for such use. In addition to any other indemnification in the License Agreement, if the Licensee or any of its agents, contractors, subcontractors, employees, licensees or invitees utilize any property that is not Licensee's Property for any purpose, including machinery, equipment or similar items owned, leased or under the control of the Authority, the Licensee shall defend, indemnify and be liable to the Authority for any and all loss or damage which may arise from such use.

(ii) Licensee shall be responsible for obtaining and maintaining, at its sole cost and expense, and shall cause its contractors, subcontractors, consultants, subconsultants and hired bus operators to obtain and maintain, at their sole cost and expense, insurance covering their respective personal property, including, but not limited to, contents and trade fixtures, while upon the Development, and within the Premises. Except for the intentional or willful acts of the Authority, the Authority shall have no responsibility for loss, damage to, or theft of Licensee's Property or other personal property described in this subparagraph (b).

(h) **Release and Waiver.**

(i) The Licensee hereby releases the Authority from any and all claims or causes of action whatsoever which the Licensee might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Licensee pursuant to this License Agreement.

(ii) The provisions of this Article 15(h) shall survive the revocation, expiration or termination of this License Agreement.

(i) **Self-Insurance, Large Deductibles and/or Retentions**

(i) **Continued Liability of Licensee.** If Licensee elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding \$10,000, the Authority and Licensee shall maintain all rights and obligations between themselves as if Licensee maintained

the insurance with a commercial insurer including any additional insured status, primary liability, waivers of rights of recovery, other insurance clauses, and any other extensions of coverage required herein. Licensee shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Licensee had maintained the insurance pursuant to this Article 15.

(ii) **Deductibles, Retentions and Uninsured Losses.** All deductibles, retentions, and/or uninsured amounts shall be paid by, assumed by, for the account of, and at Licensee's sole risk. The Authority shall not be responsible for payment of any deductible or self-insured retention or uninsured amount.

(iii) **Financial Test.** The Licensee's right to self-insure shall terminate at any time (a) Licensee's net worth, as reported in its latest annual report, or audited financial statement prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), drops below \$250,000,000, (b) Licensee's Moody's rating on its long-term debt drops below investment grade, or (c) Licensee fails to maintain adequate loss reserves to fund its self-insurance obligations.

(j) **Insurance Coverage Requirements**

(i) **Policies to Be Provided by Licensee, Contractors, Subcontractors.** Subject to review and revision by the Authority from time to time, in the Authority's good faith judgment, the following insurance coverage shall be maintained by Licensee, its contractors and subcontractors, with limits not less than those set forth in the templates attached herewith as **Exhibit C** at all times during the term of this License Agreement and thereafter as required.

(ii) All Licensees that do not have employees, must complete Form CE-200, which can be found at the following website, and submit same electronically to the Authority's electronic tracking system. The Authority does not guaranty the accuracy of information found on third-party sites.

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

(iii) Licensees not using Owned, Non-owned or Hired vehicles in the course of their business, must submit a letter on their letterhead confirming such and submit same electronically to the Electronic Tracking System.

16. **Breach, Violation or Default, Cure, Emergency, Self-Help.**

(a) Where there are seven (7) consecutive calendar days or more remaining in the Term, then if, in the opinion of the Authority, and at its reasonable discretion, the Licensee breaches, violates or defaults on any of the provisions of this License Agreement, the Authority will have the right, but not the obligation, to deliver to the Licensee written notice of same specifying the nature of the breach, violation or default. If the Authority delivers such notice, the Licensee will have five (5) consecutive calendar days from the date of receipt of such notice within which to cure the breach, violation or default (the "**Cure Period I**"). In the event that the Licensee fails to cure the breach, violation or default within the Cure Period I, and any permitted extensions thereof, the Authority will have the right to immediately terminate this License Agreement and terminate the License granted thereby, but such termination will not give rise to any claim by the Licensee against the Authority for damages, including, without limitation, for lost profits, nor shall Licensee be entitled to any pro rata refund of the Location Fee.

(b) Where there are less than seven (7) consecutive calendar days remaining in the Term, then if, in the opinion of the Authority, and at its reasonable discretion, the Licensee breaches, violates or defaults on any of the provisions of this License Agreement, the Authority will inform the Licensee same, specifying the nature of the breach, violation or default, and the Licensee will have until the Expiration Date to cure the breach, violation or default (the “**Cure Period II**”).

(c) Nothing contained in Sections 16(a) or (b) shall limit the Authority’s right to terminate or revoke this License Agreement pursuant to Section 8(g), above and/or Article 17, below.

(d) In the event that the Licensee’s breach, violation or default creates an imminent threat to the health life and safety of the residents of the Development or the structural integrity of the Development itself (an “**Emergency**”), the Licensee, upon knowledge of such Emergency, shall immediately notify the Authority’s Contact Person. The Authority has the right, but not the obligation, to eliminate the Emergency at the sole expense of the Licensee with all such costs reimbursed to the Authority within ten (10) consecutive calendar days of the Authority’s demand for same (“**Self-help**”), or to work jointly with the Licensee in promptly addressing the emergency situation at Licensee’s sole cost and expense. The Authority shall only commence Self-help if (i) Licensee has not responded to the Emergency within a commercially reasonable timeframe and in a diligent manner and (ii) the Authority has given written notice (by email or otherwise) to the Licensee.

(e) The right to cure contained in Sections 16(a) and (b) does not apply to breaches, violations or defaults caused by hazardous substances as provided for in Section 9(h), to which the provisions of Section 16(d) apply, and is subject to the Authority’s unconditional right to terminate this License Agreement as set forth in Article 17 below.

17. **24-Hour Notice.** The Authority shall have the unconditional right to revoke the License and other rights granted to the Licensee pursuant to this License Agreement and to terminate this License Agreement in its entirety on twenty-four (24) hours’ prior oral or written notice (the “**24-Hour Notice**”) to the Licensee except in the case of an Emergency for which the Authority may terminate the License Agreement immediately and without prior notice.

18. **Restoration.** If this License Agreement shall be revoked, expire or terminate for any reason set forth herein, then upon such revocation, expiration or termination the Licensee shall, at its sole cost and expense, immediately remove its equipment and any materials deposited at the License Area, restore the License Area to the condition existing immediately prior to the Commencement Date, reasonable wear and tear excepted, and return the License Area to the Authority free from deposits of refuse, debris, garbage, waste and all other objectionable materials caused by or as a result of the Authorized Purpose. If the Licensee fails to take any of the foregoing actions upon the termination of this License Agreement, or if latent defects are discovered following restoration, the Authority may take any of the aforesaid actions on behalf of, and at the sole cost and expense of, the Licensee. This Article 18 shall survive the revocation, expiration or termination of this License Agreement.

19. **Revocation.** In all instances, the revocation, expiration or termination of this License Agreement shall automatically act to terminate and revoke the License granted hereunder without any further action required by the Authority. All liabilities of the Licensee shall survive the revocation, expiration or termination of this License Agreement.

20. **Notices.** All notices required pursuant to the terms of this License Agreement must be in writing and must be delivered personally, by overnight carrier that provides a receipt evidencing delivery, or by certified or registered mail, return receipt requested, to the attention of the Parties at the respective addresses set forth below:

(a) to the New York City Housing Authority, Department of Communications, 250 Broadway, 10th Floor, New York, New York 10007, to the attention of the Senior Manager for Events & Communications Services,

with a copy, which shall not constitute notice, to the New York City Housing Authority, Law Department, 250 Broadway, 7th Floor, New York, New York 10007, to the attention of the Associate General Counsel for Real Estate and Economic Development, and

(b) to the Licensee at the address set forth on the Cover Page,

(c) to the Tenant, if any, at the apartment set forth on the Cover Page.

Notices will be deemed given and received (i) when delivered, if delivered personally; (ii) the next business day after delivery to the carrier, if given by overnight carrier; or (iii) five (5) consecutive days after mailing, if given by mail.

21. **Digital Signatures.** This License Agreement shall be executed via digital signatures which shall constitute a valid and binding original.

22. **Headings.** The captions are inserted in this License Agreement only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this License Agreement or the intent of any provision of this License Agreement.

23. **Governing Law.** This License Agreement and performance of it shall be governed by and construed in accordance with the laws of the State of New York. Any and all actions or proceedings relating to the subject matter of this License Agreement must be commenced in the state courts sitting in the City of New York, which courts shall have exclusive jurisdiction for such purpose. The Licensee hereby consents to submit itself to the jurisdiction of such courts with respect to any actions or proceedings arising out of, under or related to this License Agreement and the Licensee agrees that process may be served on the Licensee at its address set forth in Article 20 hereof.

24. **Entire Agreement.** This License Agreement, the Exhibit(s) annexed hereto and the documents incorporated by reference herein, set forth all the promises, assurances, agreements, conditions, inducements and understandings between the Authority and the Licensee relative to the License Area. There are no additional promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between the Parties, other than those contained herein.

25. **Parties Bound.** The covenants, agreements, terms, provisions and conditions contained in this License Agreement will apply to and inure to the benefit of, and be binding upon, the Licensee and the Authority and their respective successors and permitted assignees, if any, except as otherwise provided in this License Agreement.

26. **No Oral Modifications.** Except as otherwise provided herein, this License Agreement may not be changed, modified, amended or terminated orally, but only by a written instrument of change, modification, amendment, addition or termination, executed by the Party against whom enforcement of any change, modification, amendment, addition or termination is sought.

27. **No Recording.** Licensee shall not record this License Agreement in the office of the City Register for the County in which the License Area is located, or with any County Clerk wherever located.

28. **Severability.** If any of the terms and provisions of this License Agreement are in violation of or prohibited by any law, statute or ordinance of the State or City of New York, or such term or provision is found to be invalid or unenforceable by any court of competent jurisdiction, then such term or provision shall be considered deleted and shall not invalidate the remaining terms or provisions of this License Agreement, and this License Agreement shall continue in full force and effect.

29. **Singular and Plural; Gender.** Words and phrases used in the singular shall be deemed to include the plural and vice versa, and nouns and pronouns used in any particular gender shall be deemed to include any other gender.

30. **No Inference.** All Parties are deemed to have freely negotiated this License Agreement. In any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this License Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either Party by virtue of that Party having drafted this License Agreement or any portion thereof.

31. **Tenant Consent.**

(a) If an occupied apartment within the Development will be accessed, then the tenant or tenants (collectively, the "**Tenant**") of that apartment must consent. If such consent is evidenced on the Cover Page, then the Tenant agrees to the grant of the License as described in this License Agreement for the said occupied apartment, and further agrees to the Licensee carrying out the Authorized Purpose within Tenant's residence within the apartment described on the Cover Page and under the terms contained herein. The Production Company must ensure that the Tenant Consent(s) is/are completed and attached herewith as **Exhibit F**.

(b) Tenant agrees to hold the Authority harmless for all penalties, losses, claims, damages, punitive damages, expenses, suits, judgments, fines, costs, liabilities (including sums paid in settlement of claims), interest, attorneys' fees, consultants' fees and expert fees whatsoever that may arise as a result of any actual or alleged injury (including death) and/or damage to persons or property of any nature and/or any matter or thing occasioned in whole or in part by the acts or omissions of the Licensee, or by the acts or omissions of its employees, agents, licensees, invitees, contractors, subcontractors or any other entity or person involved in the Authorized Purpose, regardless of the actual cause of such injury and/or damage.

(b) Tenant agrees to hold the Authority harmless for all penalties, losses, claims, damages, punitive damages, expenses, suits, judgments, fines, costs, liabilities (including sums paid in settlement of claims), interest, attorneys' fees, consultants' fees and expert fees whatsoever that may arise as a result of any actual or alleged injury (including death) and/or damage to persons or property of any nature and/or any matter or thing occasioned in whole or in part by the acts or omissions of the Licensee, or by the acts or omissions of its employees, agents, licensees, invitees, contractors, subcontractors or any other entity or person involved in the Authorized Purpose, regardless of the actual cause of such injury and/or damage.

32. **Incorporation by Reference and Conflict.** The Cover Page, the Tenant Consent(s), the HUD Rider to Third-Party Agreements, Certification by Broker and all exhibits hereto are specifically incorporated by reference into the License Agreement. If there is any conflict between the terms of this License Agreement, any incorporated document or the exhibits and the Cover Page, the Cover Page shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THE PARTIES to this License Agreement have set their hands and executed the License Agreement as of the _____ day of _____, 20__.

NEW YORK CITY HOUSING AUTHORITY: By: _____ Name: _____ Title: _____	PRODUCTION COMPANY: Company Name: _____ By: _____ Name: _____ Title: _____
With regard to Article 31: TENANT By: _____ Name: _____ Housing Development: _____ Apartment No.: _____	With regard to Article 31: TENANT By: _____ Name: _____ Housing Development: _____ Apartment No.: _____

SAMPLE

HUD Rider to Third-Party Agreements

1. **Conflict Clause.** To the extent that any of the foregoing is in conflict with the requirements of the United States Housing Act of 1937 (1937 Act), as amended, federal regulations, and the Annual Contributions Contract ("ACC"), as amended, and other HUD requirements, the HUD requirements shall control and govern in such instances of conflict.
2. **Indemnification Clause.** It is acknowledged and agreed that the PHA (Site Owner) has no authority to provide guarantees, indemnifications, rights of set off, or other pledges involving the assets of any Public Housing Project (as the term 'Project' is defined in the ACC between PHA and HUD (the "Public Housing Project") or other assets of the PHA, including and Housing Choice Voucher ("HCV") related assets of the PHA. Accordingly, except as approved by HUD in writing, it is acknowledged that there is no legal right of recourse against: (1) any Public Housing Project of PHA; (2) any operating receipts (as the term "operating receipts" is defined in ACC), HCV receipts or Capital or Operating Funds of PHA; (3) any public housing operating reserve of PHA reflected PHA's annual operating budget and required under the ACC, or (4) any other asset of the PHA related to the 1937 Act. Should any assets of the PHA be identified at a later date as meeting the criteria set forth above, any guarantees, indemnifications, right of set off, or other pledges involving those assets will be deemed null, void, and unenforceable.
3. **Termination Clause.** If HUD approves the termination of the ACC at the public housing project and/or release of the DOT/DORC (e.g., through a disposition under Section 18 of the 1937 Act, the Rental Assistance Demonstration ("RAD") program or any other removal action of the SAC), the PHA may terminate this agreement. In addition, if HUD determines that the agreement does not comply with federal public housing requirements, the PHA may terminate the agreement.
4. **HUD is not a Guarantor.** HUD is not a Guarantor of the PHA and is not liable for the actions of the PHA under this agreement.
5. **No Assignment Rights or Rights of Mortgage or Security Interests.** The agreement does not include any assignment rights or rights of mortgage or security interests unless HUD approval under section 30 of the 1937 Act has been obtained.
6. **Definitions of Terms in this Rider:**
 - (a) "HUD" means the U.S. Department of Housing and Urban Development.
 - (b) "PHA" means the public housing authority or the New York City Housing Authority or NYCHA or the Authority as such capitalized terms have been previously defined.
 - (c) "Public Housing Project" means a public housing development owned by the New York City Housing Authority or the Development as such capitalized term has been previously defined.
 - (d) "DOT" means the Declaration of Trust.
 - (e) "DORC" means the Declaration of Restrictive Covenants.
 - (f) "SAC" means HUD's Special Applications Center.

EXHIBIT A

Location Fee

A) Licensee shall pay to the Authority a Location Fee per day as stated in the Cover Page for the right to use the License Area for the NYCHA Scenes. For purposes of this fee, a "day" is defined as anywhere from 0 - 12 hours. Any activities comprising the Authorized Purpose which continue past 12 hours will automatically be considered a second day. Exceptions to this policy can be made only at the discretion of the Director of The Department of Communications.

B) An invoice will be forwarded to the Licensee or its designee for payment of the Location Fee, at which time payment can be made and forwarded to the address below.

C) A check for the Location Fee shall be made payable to the New York City Housing Authority, and mailed to the following address:

New York City Housing Authority
Revenue and Receivables Division
90 Church St., 6th floor
New York, New York 10007
Attn: Deputy Director

D) The entire Location Fee is due and payable upon execution, digitally or otherwise, of the License Agreement.

SAMPLE

EXHIBIT B

Overtime Reimbursement

Licensee must reimburse the Authority for any and all overtime incurred by Authority personnel. All reimbursement is handled in the following manner

1. A Media Services Technician will consult with the Licensee's location manager to determine the number of staff necessary and approximate additional hours to be worked by each staff member. This information is forwarded to and discussed with the Manager of the Development, who will attempt to provide staff wherever possible.
2. The Authority's Department of Communications calculates an approximate dollar amount of overtime costs based on the current rates of pay.
3. The anticipated cost of Authority personnel overtime is forwarded to the Licensee by the Department of Communications.
4. Once work for the Authorized Purpose is started, the Development's Manager will provide to the Department of Communications updates containing the names of staff working overtime, as well as their rates of pay, and dates and hours worked. At the conclusion of the production, the Department of Communications will forward this information to the Accounts Receivable so that invoices can be created and forwarded to the Licensee.
5. If the Licensee fails to obtain advance approval for overtime, or overtime is incurred as the result of unforeseen circumstances, the Development's Manager will determine the overtime costs and forward this information to the Department of Communications. The information will then be forwarded to the Accounts Receivable which will create and mail to the Licensee an invoice for costs incurred.

01-Standard – NYCHA Insurance Requirements

COVERAGE TYPE	EXTENT OF REQUIREMENT	MINIMUM LIMITS	FORMS & REQUIRED ENDORSEMENTS
Workers' Compensation/Employer's Liability	Mandatory for ALL	Workers' Compensation: Statutory for the State of New York Minimum Employer's Liability \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit	Form: As required in the State of New York Endorsements: <ul style="list-style-type: none"> • Waiver of Subrogation • Primary & Non-Contributory Clause • New York State Amendatory Endorsement or All Other States Endorsement for companies domiciled outside of New York
Commercial General Liability	Mandatory for ALL	\$1,000,000 per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$1,000,000 Personal/Advertising Injury \$5,000 Medical Expense	Form: General Liability Form ISO CG 00 01 or equivalent Endorsements: <ul style="list-style-type: none"> • NYCHA as Additional Insured • Waiver of Subrogation • Primary & Non-Contributory Clause • Separation of Insureds Clause
Business Auto Liability	Mandatory for ALL	\$1,000,000 Combined Single Limit	Form: Business Auto Form CA 00 01 or equivalent Coverage to be applicable to Owned, Non-Owned and/or Hired Autos Endorsements: <ul style="list-style-type: none"> • NYCHA as Additional Insured • Waiver of Subrogation • Primary & Non-Contributory Clause • Separation of Insureds Clause

- All policies must:
 - be written by insurers authorized or licensed to do business in the State of New York.
 - be written by insurers with minimum AM Best Rating of "A minus" and Financial Size Category of "VII"
 - be endorsed to provide NYCHA 30 days written notice of material change or cancellation, excluding non-payment.
 - name NYC Housing Authority as additional insured, the Certificate Holder Address is: **New York City Housing Authority, Risk Management Department, 90 Church Street, 6th Floor, New York, NY 10007**
- Contractors are required to confirm and maintain proof of coverage for all their subcontractors for the duration of the contract.

SAMPLE

EXHIBIT C

Insurance Template



01-Standard – NYCHA Insurance Requirements

- Commercial Lessees are required to maintain \$300,000 Damages to Rented Premises in the General Liability Policy
- Policies **must not exclude** any operation within the scope of the contract or services to be provided to NYCHA
- Contractors should refer to the Solicitation documents (request for proposal/quote, agreement, application, etc.) for additional insurance requirements or instructions.
- Limits can be adjusted depending on scope and size of contract

SAMPLE

Page 2 of 2
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EXHIBIT D

Insurance Certificates

(to be submitted electronically, but which may be attached on the following pages as a courtesy or if a waiver is granted)

EXHIBIT E

CERTIFICATION BY BROKER OR AGENT

The undersigned insurance broker or agent represents to the New York City Housing Authority that the attached Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

[Name and title of authorized official, broker, or agent (typewritten)]

Sworn to before me this

____ day of _____, 20____

NOTARY PUBLIC

EXHIBIT F

Tenant Consent(s)

(following pages)

TENANT CONSENT

I, _____ (the "Tenant") am the tenant of record for apartment number _____ at _____, _____, New York, located in _____ Houses (the "Apartment") and consent to grant access between _____ 20____, and _____, 20____.

Tenant has consented to allow the PRODUCTION COMPANY named on the Cover Page and its employees, contractors subcontractors, invitees and agents (collectively, the "Production Company") to have access inside the Apartment between the dates listed above (the "Access Period"), for the purposes described on the Cover Page (the "Authorized Purpose").

Tenant understands his/her consent to grant access to the Production Company is solely within his/her discretion.

Tenant understands his/her failure to occupy the Apartment during the Access Period in no way, and under no circumstances, releases Tenant from his/her obligations under his/her lease including, but not limited to, the Tenant's obligation to make rent payments to the Authority. Tenant acknowledges that all of his/her lease obligations with regard to the Apartment remain in full force and effect during the Access Period.

Tenant acknowledges and agrees the Authority shall not be responsible for any theft, vandalism, damage to the Apartment, damage to any of Tenant's personal property, or inconvenience arising from the presence of the Production Company accessing The Apartment

Tenant agrees to hold the Authority harmless for all penalties, losses, claims, damages, punitive damages, expenses, suits, judgments, fines, costs, liabilities (including sums paid in settlement of claims), interest, attorneys' fees, consultants' fees and expert fees whatsoever that may arise as a result of any actual or alleged injury (including death) and/or damage to persons or property of any nature and/or any matter or thing occasioned in whole or in part by the acts or omissions of the Production Company or any other entity or person involved in the Authorized Purpose, regardless of the actual cause of such injury and/or damage.

SAMPLE

Date: _____

SIGNATURE HERE

PRINT NAME HERE

TENANT CONSENT

I, _____ (the "Tenant") am the tenant of record for apartment number _____ at _____, _____, New York, located in _____ Houses (the "Apartment") and consent to grant access between _____ 20____, and _____, 20____.

Tenant has consented to allow the PRODUCTION COMPANY named on the Cover Page and its employees, contractors subcontractors, invitees and agents (collectively, the "Production Company") to have access inside the Apartment between the dates listed above (the "Access Period"), for the purposes described on the Cover Page (the "Authorized Purpose").

Tenant understands his/her consent to grant access to the Production Company is solely within his/her discretion.

Tenant understands his/her failure to occupy the Apartment during the Access Period in no way, and under no circumstances, releases Tenant from his/her obligations under his/her lease including, but not limited to, the Tenant's obligation to make rent payments to the Authority. Tenant acknowledges that all of his/her lease obligations with regard to the Apartment remain in full force and effect during the Access Period.

Tenant acknowledges and agrees the Authority shall not be responsible for any theft, vandalism, damage to the Apartment, damage to any of Tenant's personal property, or inconvenience arising from the presence of the Production Company accessing The Apartment

Tenant agrees to hold the Authority harmless for all penalties, losses, claims, damages, punitive damages, expenses, suits, judgments, fines, costs, liabilities (including sums paid in settlement of claims), interest, attorneys' fees, consultants' fees and expert fees whatsoever that may arise as a result of any actual or alleged injury (including death) and/or damage to persons or property of any nature and/or any matter or thing occasioned in whole or in part by the acts or omissions of the Production Company or any other entity or person involved in the Authorized Purpose, regardless of the actual cause of such injury and/or damage.

Date: _____

SIGNATURE HERE

PRINT NAME HERE

EXHIBIT G

Electronic Submission of Insurance Coverage Information
(following page)

SAMPLE



Vendor Insurance Information (RiskWorks™)

NYCHA requires all contracted parties to provide and maintain proof of insurance coverage for the duration of their contracts.

EXIGIS' RiskWorks™ Insurance Tracking System monitors vendor compliance with NYCHA's insurance requirements.

EXIGIS contacts the vendor prior to execution of a contract and any time the insurance coverage information on file for that contract is scheduled to expire.

Brief summary of the process:

1. The contact person on file for your company will receive an e-mail from EXIGIS requesting your insurance broker's (or brokers') contact information.
2. Exigis sends your broker(s) an e-mail requesting completion of a questionnaire detailing your company's insurance coverage and attachment of the insurance certificates to your vendor profile in the RiskWorks™ system.
3. The information from your broker is then evaluated against NYCHA's insurance requirements for your contracted work with NYCHA. If there are gaps between what has been provided and NYCHA's required insurance, EXIGIS will contact you with instructions on how to proceed.

Additional Info:

Vendor Help Sheet
NYCHA Insurance Requirements by Category
Standard Insurance Requirement Templates

NYCHA strongly suggests that you forward this information to your insurance broker(s) to give them advance notice of this insurance compliance process in order to avoid delays in starting your contract.



<http://www1.nyc.gov/site/nycha/business/vendors.page>

