

300 West 23rd Street Owners Corporation Film Shoots Application Form

Dear Tenant/Shareholder:

We have been advised of your request to allow the use of your Apartment for a location Film shoot.

The following Rules and Regulations have been established for this purpose:

Governing Use of Apartments for Film Shoots

300 West 23rd Street Owners Corp. (the "Cooperative") prohibits the use of Apartments for film shoots, photo shoots, and use as location for any visually-recorded production (collectively "Filming"), except in strict compliance with the following, as may be amended from time to time by the Board of Directors of the Cooperative.

1. No Apartment may be used for Filming without the prior written consent of the Cooperative.
2. A tenant/shareholder who desires to use his/her Apartment for Filming must apply in writing to the Cooperative for a Filming permit, not less than fifteen (15) days prior to the desired commencement of Filming, on such form as the Board shall promulgate. A check payable to the Cooperative in the amount of \$500.00 (payable by the tenant/shareholder), which represents a non-refundable Filming permit application fee must accompany the application.
3. Only tenant/shareholders may apply for Filming permits; tenants of Units, and other non-shareholders, may not apply.
4. The Filming permit application must include the identification of the parties involved, the number of people involved, a detailed schedule, and details regarding any expected usage of common areas such as the lobby, hallways, stairs and elevators.
5. The Filming permit application must also be accompanied by a certificate of general liability insurance covering the proposed Filming from the person or entity that will conduct the Filming, naming the Cooperative and the Managing Agent as additional insureds, in a minimum benefit amount of \$2 million.
6. In the event that the Board shall permit the Filming to occur, no Filming shall be allowed to occur unless and until the tenant/shareholder shall have paid to the Cooperative a security deposit. A check payable to the Cooperative in the minimum amount of \$5,000.00 (payable by the tenant/shareholder and exact amount determined by the Board and Managing Agent), which represents a refundable deposit to secure the Cooperative against any damage to the Building caused during the Filming.
7. In the event that the Board shall permit the Filming to occur, the tenant/shareholder shall become obligated to pay to the Cooperative a Filming fee. A check payable to the Cooperative in the amount of \$10,000.00 (payable by the tenant/shareholder), which represents a Filming location fee for each day (or portion thereof) on which Filming shall occur. The Cooperative shall have all rights to collect and enforce such payment obligation as it possesses with regard to maintenance and assessments.

8. In the event that Filming is not completed within the time period scheduled, the tenant/shareholder shall become obligated to pay to the Cooperative an additional Filming fee. A check payable to the Cooperative in the amount of \$15,000.00 (payable by the tenant/shareholder), which represents a Filming location fee for each such additional day (or portion thereof) on which Filming shall occur. The Cooperative shall have all rights to collect and enforce such payment obligation as it possesses with regard to maintenance and assessments.
9. No tenant/shareholder shall be permitted to have Filming in his/her Apartment for more than four (4) consecutive weekdays (Monday - Friday except holidays).
10. Filming shall occur only on weekdays (Monday - Friday except holidays) and only between 9:00 a.m.- 4:30 p.m.
11. No more than one Filming shall be ongoing in the Building at any time. In the event that two or more tenant/shareholders shall apply for Filming permits for the same time period, preference will be given to the tenant/shareholder(s) who have not previously had Filming in their Apartment(s) during such calendar year.
12. Not less than 48 hours prior to the commencement of a Filming, the tenant/shareholder sponsoring it must deliver to the resident manager of the Building a written list of the names of all persons who will intend to enter the Building in connection with the Filming. Each participant in a Filming will be required to check-in, with photo identification, with Building staff at the commencement of each day of the Filming.
13. No equipment involved with the Filming shall be stored, or allowed to remain overnight, in any common area of the Building.
14. No Filming shall occur in any common area of the Building without the prior written consent of the Board. No person involved with Filming shall be present in any common area of the Building (except incidentally in connection with transit to and from the Unit) without the prior written consent of the Board.
15. No Filming shall be permitted by the Board, and no Filming may commence, if the tenant/shareholder sponsoring same is then delinquent in the payment of any maintenance, assessments, or other amounts due to the Cooperative.
16. The Board shall be permitted to halt a Filming before its scheduled completion date if such Filming is not in conformity with the information previously supplied by the tenant/shareholder, or if such Filming shall unreasonably disturb any other resident of the Building, or unreasonably interfere with the operations of the Building.
17. The tenant/shareholder sponsoring a Filming shall be deemed to have agreed to indemnify, hold harmless and defend the Cooperative, the members of the Board, all employees of the Cooperative, and all other residents of the Building, from, against, and with regard to all claims, losses, damages, damage, suits, actions, proceedings, judgments, impositions, fines, penalties and expenses (including but not limited to reasonable attorneys fees and Court costs), that any such indemnitee may suffer or incur, or which may arise, or which may be asserted against any such indemnitee, by virtue of the Filming.

18. Any tenant/shareholder who conducts, or attempts to conduct, a Filming in his/her Apartment without compliance with this House Rule shall: (i) nevertheless be obligated to pay all amounts that would otherwise be due to the Cooperative hereunder as if the Cooperative's permit had been granted, (ii) be subject to all rights and remedies that are available to the Cooperative pursuant to the Proprietary Lease and applicable law, including the imposition of such fines as the Board shall deem appropriate, and (iii) be barred from using his/her Apartment for Filming prospectively.

I have read and agree to the foregoing terms.

We also attach a fully executed Film Shoots Location Agreement and Damage Report.

Date: _____

Tenant/Shareholder: _____

Apartment: _____

Signature: _____

Identification of Parties
Involved: _____

Number of People
Involved: _____

Detailed Schedule: _____

Details Regarding Any
Expected Usage of
Common Areas such as
Lobby, Hallways, Stairs
and Elevators: _____

FILM SHOTS LOCATION AGREEMENT
Between
300 West 23rd Street Owners Corporation ("Licensor")
And

_____ ("Licensee") Client

This license agreement (**the "Agreement"**), when signed by the parties, constitutes a limited license agreement granting certain permission to the Licensee to utilize the property described in Item 2 (**the "Premises"**) subject however to the Rules and Regulations which create and govern this Agreement:

1. **LICENSEE (Client):** The Licensee's lawful name, address and telephone number and the individual(s) authorized to act on behalf of the Licensee are as follows:

• Name (Company/Individuals): _____

• Address: _____

• Telephone Number: _____

• Film Shoot: _____

• Film Shoot Date(s): _____

2. **LICENSOR ("Premises"):**

• Name: 300 West 23rd Street Owners Corporation

• Address: 300 West 23rd Street, New York, NY 10011

• Contact (Resident Manager): Michael Ryan

• Telephone Number: 212-243-3030

• Tenant/Shareholder: _____

• Apartment: _____

CHECK IN WITH DOORMAN FIRST

Acknowledged and Accepted

Dated: _____ Dated: _____

Licensor: _____ Licensee/Client: _____

Signature: _____ Signature: _____

Printed: _____ Printed: _____

DAMAGE REPORT

To Be Filled Out by Licensee and Licensor at Each Film Shoot Location Arrival and Departure Date

ARRIVAL REPORT

DATE: _____

FILM SHOOT: _____

EXISTING DAMAGE (IF ANY):
SIGNATURE(S):

Licensee (Client) _____ Printed Name(s) _____

Licensor (Corp.) _____ Printed Name(s) _____

NEW DAMAGE (IF ANY):
SIGNATURE(S):

Licensee (Client) _____ Printed Name(s) _____

Licensor (Corp.) _____ Printed Name(s) _____

DEPARTURE REPORT

DATE: _____

FILM SHOOT: _____

EXISTING DAMAGE (IF ANY): _____

SIGNATURES: Licensee _____ Printed _____

Licensor _____ Printed _____

NEW DAMAGE (IF ANY): _____

SIGNATURES: Licensee _____ Printed _____

Licensor _____ Printed _____