



DIVISION OF FINANCE



To: Honorable Mayor Jim Strickland

From: Kristie Hardy, Purchasing Agent



DOCU-SIGN

Date: July 18, 2023

Subject: Contract # 40458 - CHAD SCHAFFLER PRODUCTIONS, LLC dba 10-4 FILMS

Please find attached the above referenced contract for the Mayor's signature. This document does not require City Council approval.

Purpose: FY24: FILM AGREEMENT: For Filming video for Memphis Travel @ Beale Street.
Term: June 20-23rd 2023. Estimated Amount \$ 108,000.00

Type: New

Type Amount: \$

Financial Commitment: This is a unit price contract. Encumbrances are based on work orders issued.

M/WBE Participation Goal: 0.00%

M/WBE Participation Commitment: 0.00%

SBE-Only Bid: No

Contracting Authority: By Home Rule Amendment 1852, Section 14, BE IT FURTHER ORDAINED, That the power to contract (other than by franchise agreements) shall remain with the Mayor.

After approval, please return all documents to the Purchasing Department for further processing.

Should you have any questions, please advise.

Attachment

40458

FY: 24



PURCHASING
CONTRACT CHECK-OFF SHEET
 (To be attached to each file)

Division Legal Film
 Requisition No. _____
 Request for Quote No. _____
 Purchase Order No. 40458
 Initials/Date LS 7/18/23

NEGOTIATED CONTRACT

For: Video for Memphis
Travel @ Beale Str

Chad Schaffler Productions, LLC / DBA 10-4 Films

NEGOTIATED CONTRACTS	YES	NO	N/A
RFP Required			
Scoring criteria attached			✓
Does Purchasing have original proposals			✓
Check award recommendation information			✓
Check scope of services			✓
Check term of contract/extension clauses	✓		
Check and enter Not To Exceed Amount	✓		
Check contract amount	✓		
Check source of funds/POETA	✓		
Check insurance requirements	✓		
Have you received tax exempt ruling letter from IRS or Memphis Shelby County Business Tax Receipt/License			
Copy of License & Establish Date - Shelby County 222-3050			
Check signatures	✓		
Copy of insurance/endorsement to clerk			N/A

Term: June 20 - 23rd 2023

Estimated \$ Compensation: 108,000.00

Encumbrance: 0

SECTION 1

COO Memo

EBO Goal Sheet

ORACLE – Business Classification

OBDC Registry Printout

SAM Printout



CITY ATTORNEY'S OFFICE ROUTING SLIP

DATE: 6/23/2023
FROM: City Attorney's Office

TO: Mayor's Office

FOR: APPROVAL REQUESTED

COMMENTS: FILM LOCATION AGREEMENT

NAME: **CHAD SCHAFFLER PRODUCTIONS, LLC/dba 10-4 FILMS**

LOCATION: Beale St.; Video for Memphis Travel; Memphis Travel; Civil Rights, BBQ, Sophisticated Nightlife; Misc. regional and national tv; 10-4 Films.

DATE(S): 06/20-23/2023

WHEN EXECUTED PLEASE RETURN TO PURCHASING DEPARTMENT.



Payables



In

{ROD

?)

(U)

Suppliers

Quick Update

Company Profile

Organization

Tax Details

Address Book

Contact Directory

Business Classification

Products & Services

Banking Details

Surveys

Approval History

Terms and Control

Accounting

Tax and Reporting

Purchasing

Receiving

Payment Details

Suppliers >

Update CHAD SCHAFFLER PRODUCTIONS dba 10-4 FILMS - 196899: Business Classific:

Certification

Last Certified

By

TIP Date format example: 18-Jul-2023

...

Classification

Minority Owned

Service-disabled Veteran Owned

Small Business

Veteran Owned

Women Owned

Women-owned small business eligible under the WOSB program

Applicable

Minority Type

[Show directory information and instructions](#)

Search Parameters

CERTIFICATIONS

BUSINESS NAME/DBA

Minority Business Enterprise (MBE)
Small Business Enterprise (SBE)
Women Business Enterprise (WBE)
CHAD SCHAFFLER PRODUCTIONS DBA 10-4 FILMS

[Edit Parameters](#)

[Clear Parameters](#)

Search Results

0 firms with **0** certifications found

Your search parameters did not return any matches. Click **Edit Parameters**, modify the information in the fields above and click **Search** Again.

Entity Validation Processing [Show Details](#)
Jul 18, 2023

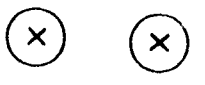
Planned Platform Maintenance [Show Details](#)
Jul 18, 2023




- Home
- Search
- Data Bank
- Data Services
- Help

Search

All Words e.g. 1606N020Q02



[See All Alerts](#)



Please Sign In: You must sign in to your SAM.gov account to search Entities, Responsibility/Qualification and the Disaster Response Registry.

[Sign In](#)

Select Domain
Entity Information

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

- Any Words ⓘ
- All Words ⓘ
- Exact Phrase ⓘ

e.g. 123456789, Smith Corp

"CHAD SCHAFFLER PRODUCTIONS dba 10-4 FILMS" X

Entity

Location

Status

- Active
- Inactive

Reset



No matches found

Your search did not return any results for active records.

Would you like to include inactive records in your search results?

Search inactive
Go back



Feedback

Our Website

- About This Site
- Our Community
- Release Notes
- System Alerts
- Policies**
- Privacy Policy
- Disclaimers

Our Partners

- Acquisition.gov
- USASpending.gov
- Grants.gov
- More Partners

Customer Service

- Help
- Check Entity Status

SECTION 2

B&C

Bid Tab (if required)

Justification Letters

- Award Not To Low Bidder Memo
- Sole/Single Source
- Back Dated Memo's
- Resolutions
- etc.

City of Memphis



BID AND CONTRACT AGENDA SHEET

FY24

Original

1. Division: Film Commission Date: 6/26/2023
 Division Contact Person: Sharon Fox O'Guin Phone #: 901-527-8300 x2
 Print Name: _____

2. Contractor: Chad Schaffler Productions, LLC/dba 10-4 Films Address: 4353 Haverhill Road
 City/State/ Zip: Memphis, TN 38111
 Contractor's Contact Name: Sharon Fox O'Guin Contractor's Email Address: sharon@filmmemphis.org

3. BID REJECTION:
 For purchase/construction of _____
 Explanation of rejection _____
 Request to Re-advertise _____

4. CONTRACT AWARD RECOMMENDATION: RFQ/RFP # _____ Vendor # _____

Check Box: Low Best* Only Negotiated

Contract Amount: \$ _____
 Purpose: Video for Memphis Travel: Filming Location: Beale Street - Filming Dates 6/20-23/2023

Special Instructions:
 *Justification for rejection of low bids attached. (Attach a copy of bid tabulation)

5. CHANGE ORDER/AMENDMENT/ENCUMBRANCE/FINAL PAYMENT: Contract# _____

For: _____
 Special Instructions: _____
 6. Submit Invoices to: _____
 Dept. Contact Person _____ Address _____
 City/State/Zip Code _____

<input type="checkbox"/>	Extension	Original Contract Amount	_____	Final Payment Due:	\$ _____
<input type="checkbox"/>	Change Order	Previous C. O. Total	_____	Retainage:	\$ _____
<input type="checkbox"/>	Finally Close Contract	Prev. Amend./Encum. Toll.	_____		
<input type="checkbox"/>	Transfer to PO	C. O. #	_____	Attached	_____
<input type="checkbox"/>	Amendment				
<input type="checkbox"/>	Encumber	Encumbrance Amount	_____		
<input type="checkbox"/>	Unencumber				

Adjusted Contract Amount _____

COST & SOURCE OF FUNDS

Type	Line #	Fund	Serv. Ctr	Account #	Project #	Task #	Award #	Amount
(1)		0111	240101	061045				
(2)								
(3)								
(4)								
(5)								
(6)								

Appropriating Resolution Other Attachments

CHECKED & APPROVED BY: [Signature] Service Center Approval Date: 6/26/23

Director, OBDC Approval _____ Date: _____

City Engineer _____ Date _____

Contract Analyst-Print: L. Sherrod

Chief Administrative Officer: [Signature] Date: 6/26/23

Purchasing Agent or CPO: [Signature] Date: 6/26/23

FUNDING/PURCHASING APPROVAL:
 _____ Funds are available.
 _____ Funds to be appropriated/transferred.

SECTION 3

Business License (If Required Insurance

- Certificate of Insurance
- Additional Insured Endorsements
- Insurance Waivers
- Insurance Waiver Request

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2023

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

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

PRODUCER Risk Strategies Company / DeWitt Stem 500 North Brand Blvd., Suite 1600 Glendale, CA 91203	CONTACT NAME: Lida Davidians	
	PHONE (A/C, No. EXT) 818-623-6428	FAX (A/C, No): 818-623-6468
	E-MAIL ADDRESS: l davidians@risk-strategies.com	
	PRODUCER CUSTOMER ID#	

INSURED Chad Schaffler Productions, LLC dba 10-4 Films 4353 Haverhill Road Memphis TN 38111	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	New York Marine & General Insurance Company	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		PK202300022767	2/5/2023	2/5/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGES TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> *NON-OWNED PHYSICAL DAMAGE	X		PK202300022767 Auto Physical Damage: Included in ME 10%; \$2,500 Min. & \$7,500 Max.	2/5/2023	2/5/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			UM202300011795	06/23/2023	02/05/2024	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATION below.			WC202200022110	2/5/2023	2/5/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	OTHER Props, Sets and Wardrobe Miscellaneous Equipment Third Party Property Damage			PK202300022767	2/5/2023	2/5/2024	LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
							DEDUCTIBLE	\$2,500 \$2,500 \$5,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLE OR RETENTIONS)
 The City of Memphis, its officials, agents, employees and representatives are additional insured (by blanket endorsement) under general/auto liability but only with regard to claims arising from the negligence of named insured and as required by contract. Certificate holder is loss payee with regard to production package. All coverage is subject to terms and conditions of policies of insurance. This certificate does not amend or alter the coverage afforded by the policies above. Policy cannot be changed or cancelled without 30 days prior written notice to the certificate holder. The additional insured endorsement is attached to the Certificate of Insurance.

CERTIFICATE HOLDER City of Memphis Attn: Risk Management 170 N. Main St., 5th Floor Memphis, TN. 38103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. DeWitt Stem Group Inc. By:
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POLICY NUMBER: PK202200022767

COMMERCIAL GENERAL LIABILITY
CG 20 12 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

City of Memphis – Attn: Risk Management
170 N. Main St. 5th Fl
Memphis, TN 38103

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

Under the Business Auto Coverage Form, **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A. Coverage, Item 1. and under the Auto Dealers Coverage Form, **SECTION I – COVERED AUTOS COVERAGES**, Paragraph D., **Covered Autos Liability Coverage**, Item 2.:

Who Is An Insured is amended to read:

1. **Who is an Insured**

The following are insureds

- a. You for any covered auto.
- b. Anyone else while using with your permission a covered auto you own hire or borrow except:
 - (1) The owner of a covered auto you hire or borrow from one of your employees or a member of his or her household.
 - (2) Someone using a covered auto while he or she is working in a business of selling, servicing, repairing, or parking autos unless that business is yours.
 - (3) Anyone other than your employees, partners a lessee or borrower or any of their employees, while moving property to or from a covered auto.
 - (4) A partner of yours for a covered auto owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an insured described above but only to the extent of that liability. However, the owner of anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

AUTO DEALERS COVERAGE FORM

Under the Business Auto Coverage Form, **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A. Coverage, Item 1. and under the Auto Dealers Coverage Form, **SECTION I – COVERED AUTOS COVERAGES**, Paragraph D., **Covered Autos Liability Coverage**, Item 2.:

Who Is An Insured is amended to read:

1. **Who is an Insured**

The following are insureds

- a. You for any covered auto.
- b. Anyone else while using with your permission a covered auto you own hire or borrow except:
 - (1) The owner of a covered auto you hire or borrow from one of your employees or a member of his or her household.
 - (2) Someone using a covered auto while he or she is working in a business of selling, servicing, repairing, or parking autos unless that business is yours.
 - (3) Anyone other than your employees, partners a lessee or borrower or any of their employees, while moving property to or from a covered auto.
 - (4) A partner of yours for a covered auto owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an insured described above but only to the extent of that liability. However, the owner of anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

SECTION 4

Sourcing Contract

- Signature Page
 - Contract
 - Bid Response
 - RFQ & Specifications
-

Negotiated Contract

- Contract (to include exhibits)

Amendment/Extension/Change


- Amendment/Extension/Change O
Document

CITY OF MEMPHIS LOCATION AGREEMENT (revised 8-29-22)

For and in consideration of One (\$1 00) and other good and valuable considerations, the City of Memphis, hereinafter called "City," hereby authorize

Chad Schaffler Productions, LLC/dba 10-4 Films_ and its employees, agents, independent producers, contractors, and suppliers, hereinafter called "Company," to enter upon and into the following CITY-OWNED premises and CITY-OWNED property and NO OTHER

Beale Street

~~Civil Rights Museum Exterior~~ 

The permission granted herein shall apply only to City-owned locations set out above. Nothing herein permits Company to utilize any private property, and Company is not hereby given permission to block ingress or egress to any private property, or to otherwise impede the owner's use of such property without separate permission from the owners of said property. Furthermore, Company shall not block ingress or egress of CITY property without specific permission.

This authorization is granted for the following date or dates:

6/20-23/2023

This authorization is granted solely for the purpose of shooting:

Video for Memphis Travel

Production Title Memphis Travel – Civil Rights, BBQ, Sophisticated Nightlife

Network/Channel Misc. regional and national tv

Production Company 10-4 Fillms

The use of Memphis Police Department officers is anticipated to be required:

Yes No - Place an "x" in the appropriate blank. (This permit also authorizes the use of Memphis Police Department officers, if required.) Company agrees to furnish evidence of security arrangements satisfactory to City and to have City named as additional insured. The

City's insurance requirements are attached to this document and incorporated by reference.

For any project which includes on-screen credits (including, but not limited to, film, television, and online or streaming projects), Company agrees to include on-screen credits thanking the City of Memphis and the Memphis & Shelby County Film Commission. For episodic television or online or streaming projects, these credits must be included with each episode.

For the sole and exclusive purpose of assisting the Memphis and Shelby County Film Commission in its economic research. Company agrees to provide the following information:

(CONFIDENTIAL – note: individual economic figures will NOT be published)

- a. Total estimated budget: \$108,000
- b. Estimated dollars left in Memphis/Shelby County and the Mid South:

\$108,000 (Not for publication)
- c. Number of local crew hired (estimated): 16
- d. Number of local talent hired (estimate): 30
- e. Estimated number of days shooting in Memphis/Shelby Co. and the Mid-South:
3

Drone Usage: Drones will be used on this shoot? _____ Yes X No (Place an “x” in the appropriate blank.) If you checked “yes” to usage of drone(s)/Unmanned Aircraft System(s) (aka UAS) on this shoot, please read the following:

Production must provide to The Memphis and Shelby County Film and Television Commission:

- f. A copy of the Section 333 Exemption that includes all applicable Conditions and Limitations for planned shoot.
- a. A copy of operators airline transport commercial, private, recreational, or sport pilot certificate or
- g. A copy of the Part 107 Remote Pilot Certificate and any authorizations or waivers required under Part 107
- h. Copy of sUAS FAA Registration

The film producer is responsible for pilot compliance for operating under all Section 333 Exemption or Part 107 rules <https://www.gpo.gov/fdsys/pkg/FR-2016-06-28/pdf/201615079.pdf>. The producer is also responsible for the pilot complying with all applicable state laws and local ordinances.

Note: Any unauthorized use of drones shall result in breach of this Agreement and entitle the City to any remedies legally available for such breach, including recoverable damages in the event of personal injury or property damage caused by such use.

When the applicant utilizes drone(s), the applicant must provide Drone Liability Coverage at the time of filing this application, which lists the City of Memphis as Certificate holder and Additional insured. The minimum liability coverage is \$3,000,000-\$5,000,000 for commercially used drones. (This is in addition to the W-9, proof of Workmen's Comp, general liability insurance and endorsements generally required for the City Film Permit. Examples attached.) Authorization includes the right to photograph or depict said premises as Company may choose, either using the name, signs, and other identifying features, or without regard to the actual appearance or name of said premises. Nothing herein shall obligate Company to photograph, to use such photography, or to otherwise use said premises, but Company reserves the right to complete any photography commenced on said premises and, should it prove necessary to reshoot any scenes or film any additional scenes for the motion picture, to return to said premises under the same terms and condition established herein.

City hereby acknowledges that it has no interest in Company's photography on or of said premises and grants Company all rights herein, including the right to use and re-use such photography and/or recording in any manner without limitations or restrictions of any kind.

Company agrees to indemnify and hold the City of Memphis, Shelby County, The Memphis and Shelby County Film Commission, Memphis & Shelby County Film and Television Commission Foundation, their employees, officers, Board members and representatives harmless of and from any and all liability, claims, damages, demands, judgments and loss which it may suffer or incur by reason of any accidents or other damages to the said premises caused by any of its employees or equipment on or about the above-mentioned premises, ordinary wear and tear of the premises excepted.

City hereby agrees that the schedule of Company's photography is not for publication in any medium and to the extent authorized by law will not voluntarily disclose same to any person

representatives harmless of and from any and all liability, claims, damages, demands, judgments and loss which it may suffer or incur by reason of any accidents or other damages to the said premises caused by any of its employees or equipment on or about the above-mentioned premises, ordinary wear and tear of the premises excepted.

City, DMC, The Memphis & Shelby County Film and Television Commission, and The Memphis & Shelby County Film and Television Commission Foundation hereby agree that the schedule of Company's photography is not for publication in any medium and to the extent authorized by law will not voluntarily disclose same to any person other than persons directly involved in the facilitation of legal and other City business specifically pertaining to Company's film activities in Memphis.

Company agrees to provide the Film Commissioner and Deputy Film Commissioner of The Memphis & Shelby County Film Commission with a weekly updated filming schedule.

Company agrees to abide by the current Health Directive from the Shelby County Health Department found at www.shelbytnhealth.com, and further agrees to abide by the Health Directive and Guidelines to the extent such guidelines set forth health and safety practices. Company also agrees to abide by any further health and safety Guidelines, or Shelby County Health Directives issued during its work as set forth herein.

This document sets forth the entire understanding of the parties and may not be altered except in writing and signed by both parties.

AGREED TO:

BY: Company Name: _____ Chad Schaffler Productions, LLC dba/10-4 Films

Company Representative: _____ Charles Schaffler

Signature: _____

Title: _____ President **Date:** _____ 6/16/2023

Certificate Of Completion

Envelope Id: 2BEBE9CAC0184D7A9727AD149C1988E1
Subject: Complete with DocuSign: Beale St. Sig page 2023.pdf
Source Envelope:
Document Pages: 1 Signatures: 1
Certificate Pages: 1 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Sharon OGuin
496 S Main St
ste 101
Memphis, TN 38103
sharon@filmmemphis.org
IP Address: 75.48.59.117

Record Tracking

Status: Original
6/15/2023 9:22:38 PM

Holder: Sharon OGuin
sharon@filmmemphis.org

Location: DocuSign

Signer Events

Charles Schaffler
chad@10-4films.com
President
Chad Schaffler Productions, LLC dba/10-4 Films
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Charles Schaffler
E34792F3004C423

Timestamp

Sent: 6/15/2023 9:24:03 PM
Viewed: 6/16/2023 6:50:00 AM
Signed: 6/16/2023 6:50:27 AM

Signature Adoption: Pre-selected Style
Using IP Address: 174.50.14.164

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

6/15/2023 9:24:03 PM
6/16/2023 6:50:00 AM
6/16/2023 6:50:27 AM
6/16/2023 6:50:27 AM

Payment Events

Status

Timestamps

BY: MEMPHIS & SHELBY CO. FILM COMMISSION/FOUNDATION

Name: Sharon Fox O'Ghin

Signature: 

Title: Deputy Film Commissioner

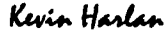
Date: 6/16/23

By: CITY OF MEMPHIS

Signature: DocuSigned by:

380CA00251914C4...
Mayor

Date: 7/28/2023

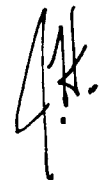
ATTEST: DocuSigned by:

41752B2E21403F3...
City Comptroller

Date: 7/31/2023

APPROVED Signature: DocuSigned by:

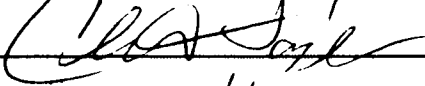
97FEB0248D8946C
Chief Legal Officer/City Attorney

Date: 7/27/2023



BY: DOWNTOWN MEMPHIS COMMISSION

Name: Christine Taylor

Signature: 

Title: Office Manager / Exec. Asst

Date: June 16, 2023

**INSURANCE REQUIREMENTS
FOR
DIVISION – CHAD SCHAFFLER PRODUCTION, LLC/dba 10-4 FILMS**

The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company is required to provide copies of the insurance policies upon request. The Company shall furnish the Division to which services or materials are being provided under this contract a Certificate of Insurance and/or each policy attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Company.

Each certificate or policy shall require and state in writing the following clauses:

Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:

City of Memphis
Attn: Risk Management
170 N. Main St., 5th Floor
Memphis, TN 38103

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on General Liability and Auto Liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

WORKERS COMPENSATION:

The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

AUTOMOBILE LIABILITY:

Option I: Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

COI will have owned, non-owned, and hired checked or "ANY" checked. City of Memphis named as Additional Insured.

Option II: Covering non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

COI will have owned and hired checked. City of Memphis named as Additional Insured.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

UMBRELLA / EXCESS LIABILITY with Minimum Limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Aggregate

PROPERTY INSURANCE:

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.