



DIVISION OF FINANCE



To: Honorable Mayor Paul A. Young

From: Kristie Hardy, Purchasing Agent



DOCU-SIGN

Date: June 28, 2024

Subject: Contract # 41191 - GRAVITY INVESTMENT CORP

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

Purpose: FY24 Negotiated Film Agreement For: Filming @ Greenlaw community center @190 Mill Ave. Term: June 27, thru June 29, 2024, Estimated Amount \$ 125.00.

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



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

FY:24

Division Film
 Requisition No. _____
 Request for Quote No. _____
 Purchase Order No. 41191
 Initials/Date LS 6/28/24

NEGOTIATED CONTRACT
 For Filming @ Greenlaw
Community Center.

Gravity Investment Inc.

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 222-3059			
Check signatures	✓		
Copy of insurance/endorsement to clerk			N/A

Term: June 27th thru June 29th 2024.

Estimated Compensation \$ 125.00

Encumbrance 0

SECTION 1

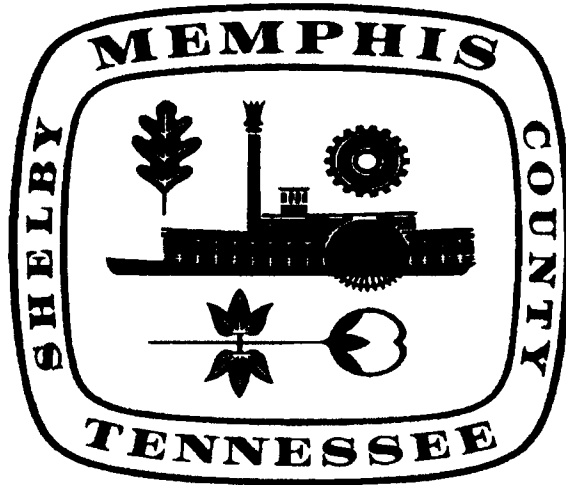
COO MEMO

EBO GOAL SHEET

ORACLE-BUSINESS CLASSIFICATION PRINTOUT

OBDC REGISTRY PRINTOUT

SAM PRINTOUT



CITY ATTORNEY'S OFFICE ROUTING SLIP

DATE: 6/26/2024
FROM: City Attorney's Office

TO: Mayor's Office

FOR: APPROVAL REQUESTED

COMMENTS: FILM LOCATION AGREEMENT

NAME: **GRAVITY INVESTMENT INC./GRAVITY INVESTMENT CORP.**

LOCATION: Greenlaw Community Center 190 Mill Ave., Memphis, TN 38105; Hoop Street; N/A (Feature Film) and Gravity Productions

DATE(S): June 27th – June 29th, 2024

WHEN EXECUTED PLEASE RETURN TO PURCHASING DEPARTMENT.

Important Reqs and Certs Update Show Details
Mar 1, 2024



See All Alerts

Planned Maintenance Schedule Show Details
May 21, 2024



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search

All Words

e.g. 1606N020Q02



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

Simple Search

Search Editor

Any Words ⁱ

All Words ⁱ

Exact Phrase ⁱ

e.g. 123456789, Smith Corp

"GRAVITY INVESTMENT CORP" ×

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



Envelopes



Suppliers

Suppliers >

Update GRAVITY INVESTMENT CORP - 203716: Business Classification

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

Relationship

Invoice Management

Certification

Last Certified By

TIP Date format example: 28-Jun-2024

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

Certificate Number

Certify!



[Show directory information and instructions](#)

Search Parameters		<input type="button" value="Edit Parameters"/>	<input type="button" value="Clear Parameters"/>
CERTIFICATIONS	Minority Business Enterprise (MBE) Small Business Enterprise (SBE) Women Business Enterprise (WBE)		
BUSINESS NAME/DBA	GRAVITY INVESTMENT CORP		

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 .	

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

FY 24

Original

1. Division: Film Commission Date: 6/26/2024
 Division Contact Person: Sharon Fox O'Guin Phone #: 901-527-8300 x102
 Print Name

2. Contractor: Gravity Investment Inc./Gravity Investment Corp. Address: 105 N. Center Street, #205
 City/State/ Zip Code: Collierville, Tennessee 38107

Contractor's Contact Name: Sharon Fox O'Guin Contractor's Email Address: sharfox@filmemphis.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: Hoop Street - Filming Location(s): Greenlaw Community Center, 190 Mill Ave. Memphis, TN 38105
Filming Dates(s) June 27th - June 29th, 2024

Special Instructions:

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

5. CHANGE ORDER/AMENDMENT/ENCUMBRANCE/FINAL PAYMENT:

Contract# 41191

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		
<input type="checkbox"/>	Finally Close Contract	Prev. Amend./Encum. Totl.	Retainage:	\$ _____
<input type="checkbox"/>	Transfer to PO	C. O. # _____	Attached	_____
<input type="checkbox"/>	Amendment	Encumbrance Amount		
<input type="checkbox"/>	Encumber			
<input type="checkbox"/>	Unencumber	Adjusted Contract Amount		\$0.00

COST & SOURCE OF FUNDS

Type	Line #	Fund	Serv. Ctr	Account #	Project #	Task #	Award #	Amount
(1)		0111	240101	061045				\$0.00
(2)								
(3)								
(4)								
(5)								
(6)								

Appropriating Resolution Attached.

Other Attachments

CHECKED & APPROVED BY: [Signature] Service Center Approval Date: 6/26/2024 Division Director Date: 6/26/24

Director, OBDC Approval _____ Date _____ Antonio Adams 7/11/2024
 Chief Administrative Officer

City Engineer _____ Date _____ L. Sherrod Contract Analyst-Print James Brooks 6/28/2024 Purchasing Supervisor/Purchasing Agent - Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2024

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 Keller Insurance 4934 William Arnold Rd Memphis, TN 38117	CONTACT NAME: Robert Keller PHONE (A/C, No, Ext): 901-325-1010 FAX (A/C, No): E-MAIL ADDRESS: robert@insurewithkeller.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Erie</td> <td>26263</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Erie	26263	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED Gravity Investment, Inc. 105 N. Center St. Ste. 205 Collierville, Tennessee 38017																					

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	ADDSUBR (INSR WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	Q61-0392496	04/24/2024	04/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X X	Q06-1231260	06/12/2024	06/12/2025	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Q30-1870489	06/18/2024	06/18/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Q73-0017211	04/24/2024	04/24/2025	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Blanket Rental Equipment		Q61-0392496	04/24/2024	04/24/2025	Limit: \$200,000 \$500 Deductible

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

Certificate Holder is included as Additional Insured. The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on General Liability and Auto Liability policies. Coverage is Primary and Non-Contributory. 30 Day Written Notice of Cancellation to Additional Insured. 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, Tennessee 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. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: Q61-0392496

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
 SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Memphis (Risk Management)	170 N. Main St., 5th Floor Memphis, Tennessee 38103
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: Q61-0392496

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Memphis (Risk Management)	170 N. Main St., 5th Floor Memphis, Tennessee 38103

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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.

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 shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT (TENNESSEE)

This enhancement endorsement modifies coverage provided in your Commercial Auto Policy (CAP; Ed. 4/96) and Policy Change Endorsement ACTA01. It provides coverage enhancements to the following portions of your Commercial Auto Policy:

WHEN AND WHERE THIS POLICY APPLIES

The following sentence is added to this section:

Liability coverage for **hired autos**, as defined in the **Autos We Insure** Section of the policy, is provided for up to 45 days anywhere in the world, but coverage only applies to **hired autos** when the auto is hired, rented or borrowed for use in **your business** without a driver. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

The following subparts are added to this section:

MEDICAL EVACUATION BENEFITS

If an emergency evacuation is required because of injury you sustain outside of the United States resulting from an **accident** involving an **auto we insure**, and a physician determines that adequate medical care cannot be performed locally, we will pay for the following services and expenses:

1. medical services required for evacuation to the nearest adequate medical facility;
2. escort services if you are disabled as recommended by a physician;
3. ambulance service to the nearest airport, including air ambulance service upon departure;
4. special transportation costs to return you to the United States, including the cost of a stretcher, oxygen or other supplemental medical devices as deemed necessary by a physician; and
5. any expenses above the cost of a return airfare ticket held by you, or in the absence of a ticket the cost of an economy airfare ticket.

The maximum benefit payable under this coverage shall not exceed \$50,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

REPATRIATION BENEFIT

If you die from injuries suffered in a covered **accident** that occurs outside of the United States we will pay for expenses

incurred for the preparation and transportation of your body back to the United States. The maximum benefit payable under this coverage shall not exceed \$25,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

AUTOS WE INSURE

2. Hired Autos

The sentence added to this section in Policy Change Endorsement ACTA01 is deleted and replaced by the following:

Physical Damage coverage up to \$100,000 actual cash value is provided on an excess basis for **hired autos** if hired auto liability coverage has been purchased and if there is an **owned auto we insure** on the policy with physical damage coverage. A \$500 deductible applies per loss.

LIABILITY PROTECTION

PERSONS WE PROTECT

The following paragraphs are added at the end of this section:

4. any employee of yours while using an **auto you do not own, borrow or hire in your business or personal affairs. For purposes of this paragraph, item 2.b. under PERSONS WE PROTECT in the policy does not apply.**
5. any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest if there is no similar insurance available to that organization. Coverage is afforded until the 180th day after you acquire or form the organization or to the end of the policy period, whichever is earlier. Coverage does not apply to bodily injury or property damage resulting from an **accident** that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is shown as a **Named Insured** in the Declarations.

6. any person or organization with whom you agreed in a written contract, written agreement, or written permit to add as an additional insured on your policy is an additional insured. Such person or organization is an additional insured only with respect to your ownership, maintenance or use of an **auto we insure**. The insurance provided for such additional insureds applies solely to liability arising out of your business operations. This coverage is primary and noncontributory with respect to the additional insured.

LIMITATIONS ON OUR DUTY TO PAY

What We Do Not Cover – Exclusions

Exclusion 5. is deleted and replaced by:

5. bodily injury to a fellow employee of **anyone we protect** arising out of and in the course of employment.

This exclusion does not apply if all employees are covered by a Workers Compensation & Employers Liability policy.

PHYSICAL DAMAGE COVERAGES

ADDITIONAL PAYMENTS (NO DEDUCTIBLE APPLIES)

The following additional payments are added to this section:

9. reasonable towing and labor costs to any **owned auto**. Labor must be done at the site of the disablement.
10. full replacement cost coverage for any **owned auto or trailer** that is involved in a total loss resulting from an **accident** or theft that occurs within 90 days of the purchase date. The **owned auto or trailer** must have been purchased new by you (never previously titled), and scheduled on the policy **Declarations**.
11. any unpaid amount due on the lease or loan for an **owned auto we insure** in the event of a total loss to that **auto**. The **auto** must have been leased or purchased new, and not previously titled to another person or corporation. Payment will apply less:
 - a. any amount paid under the Physical Damage Coverages section of this policy; and
 - b. any overdue loan or lease payments at the time of loss;
 - c. any financial penalties imposed under a lease for excessive use, abnormal wear or tear, high mileage, or other similar charges;
 - d. any security deposits not refunded by the lessor or financial institution;
 - e. any costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease;

- f. any carry-over balances from previous leases or loans.

You are responsible for any deductibles that may apply.

12. up to \$200 per day for loss of income resulting from a Comprehensive or Collision loss to an **auto we insure** if the loss is caused by an interruption of business use of that **auto**. The following provisions apply:
 - a. Coverage starts 48 hours after the date of the loss that causes the downtime. Downtime refers to the exact number of days the **auto** is down and cannot be used for business purposes;
 - b. Payment ends on the date the **auto** is returned to you in useable condition, or a replacement **auto** is made available to you. However, this coverage shall not exceed 30 days from the time payment begins;
 - c. You are required to make necessary replacement or repairs to resume operations as soon as possible;
 - d. Payment under this coverage will be excess over any payments made under the Comprehensive or Collision coverage section of the policy;
 - e. Coverage does not apply if a similar replacement vehicle is available that you could use to continue or resume business operations.

ADDITIONAL TRANSPORTATION EXPENSES

The following optional coverage applies only if a premium is shown for COMMERCIAL AUTO ENHANCEMENT COVERAGE W/TRANSPORTATION EXPENSES on your Declarations.

Item 2. is deleted from PHYSICAL DAMAGE COVERAGES, ADDITIONAL PAYMENTS (NO DEDUCTIBLE APPLIES) in the policy and policy change endorsement ACTA01 and replaced by the following:

2. transportation expenses resulting from a Comprehensive or Collision loss we cover. We will pay these expenses until:
 - a. the **auto we insure** is returned to you in reasonable condition; or
 - b. we offer settlement;

whichever comes first. The payment for transportation expenses resulting from a Comprehensive loss will not exceed \$65 per day nor total more than \$2,925 per loss unless a higher limit is purchased. The payment for transportation expenses resulting from a Collision loss will not exceed \$65 per day nor total more than \$2,925 per loss unless a higher limit is purchased. No waiting period applies.

This coverage is in addition to any Transportation Expenses Coverage purchased under this policy.

RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS

WAIVER OF SUBROGATION

Condition 12. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after **accident** or loss to impair them.

We waive any right of recovery we may have against a person or organization identified as an additional insured because of payments we make for injury or damage arising out of the ownership, maintenance or use of an **auto** under a contract with that additional insured.

SECTION 5

Do Not Scan Items

- Copy of the Original Contract and Prior Amendments/Extensions/Change Orders
- Miscellaneous emails and other correspondence and/or items that will be discarded before forwarding to Records Management

SECTION 4

Sourcing Contract

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

Negotiated Contract

- Contract (to include exhibits)

Amendment/Extension/Change

- Amendment/Extension/Change 0 Document

CITY OF MEMPHIS LOCATION AGREEMENT (revised 1-31-24)

For and in consideration of One (\$1.00) and other good and valuable considerations, the City of Memphis, hereinafter called "City," hereby authorize Gravity

105 N. Center Street, #205, Collierville, Tennessee, 38107

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:

Greenlaw Community Center

190 Mill Ave, Memphis, TN 38105

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:

July 30th - August 1st

This authorization is granted solely for the purpose of shooting:

Hoop Street

Production Title Hoop Street

Network/Channel N/A (Feature Film)

Production Company Gravity Productions

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.

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 other than persons directly involved in the facilitation of legal and other City business specifically pertaining to Company's film activities in Memphis.

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

Choice of Law. By execution of this Agreement, Company agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other.

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:

Gravity

BY: Company Name: _____

Jeffrey Garrison

Company Representative: _____

Signature:  _____

Title: _____ **Date:** 6/14/2024

BY: MEMPHIS & SHELBY CO. FILM AND TELEVISION COMMISSION/FOUNDATION

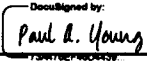
Name: Sharon Fox O'Brien

Signature:  _____

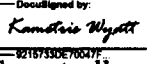
Title: Deputy Film Commissioner

Date: June 20, 2024

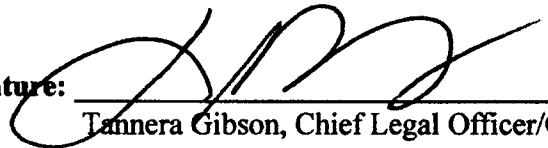
By: CITY OF MEMPHIS

Signature:  _____
Paul A. Young, Mayor

Date: 7/12/2024

ATTEST:  _____
City Comptroller

Date: 7/17/2024

APPROVED Signature:  _____
Tannera Gibson, Chief Legal Officer/City Attorney

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Date: 7/10/2024

FILM

**INSURANCE REQUIREMENTS
FOR
GRAVITY INVESTMENT, INC.**

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 shall furnish the City and 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 or authorized in the state of Tennessee with a Best Insurance Rating of A and Class VII or better.

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.

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

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

“The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on General Liability, Auto Liability and Umbrella/Excess Liability policies.”

Company shall provide notice to the City within seven (7) 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: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103