

# AGENDA

## BOARD OF EDUCATION • LEVITTOWN, NEW YORK

LEVITTOWN UNION FREE SCHOOL DISTRICT • TOWN OF HEMPSTEAD • LEVITTOWN, NEW YORK  
www.levittownschools.com

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SPECIAL MEETING

LEVITTOWN MEMORIAL EDUCATION CENTER  
Thursday, February 17, 2022

7:00 PM  
VIRTUAL EMERGENCY SPECIAL MEETING

**Success for Every Student**

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### CALL TO ORDER

- A. Pledge of Allegiance
- B. Moment of Silence

### I. PUBLIC BE HEARD - AGENDA ITEMS ONLY

### II. CONSENT AGENDA

- 1. Agreement with Possible Productions, Inc.

Enclosure

Recommended Motion: “RESOLVED, that the Levittown Board of Education does, hereby, approve the attached location agreement with Possible Productions, Inc. commencing on or about Tuesday, February 22 and ending on or about Friday, February 25, 2022.

NOW, BE IT FURTHER RESOLVED that the Board of Education President is, hereby, authorized to execute the contract.”

### III. MOTION TO ADJOURN

## LOCATION AGREEMENT

TO: POSSIBLE PRODUCTIONS INC ("Producer")

FROM: Levittown School District ("Owner")

RE: Levittown Memorial Education Center ("Property")  
150 Abbey Ln, Levittown, NY 11756  
[address]

and The television program currently entitled "Three Women" ("Program")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Owner") hereby irrevocably grants permission to Producer and those authorized on its behalf, to enter and use the Property described above for the purpose of making still and motion pictures and sound recordings on film, videotape, or audiotape in connection with the Program. Producer shall have the right to bring personnel, materials and equipment, including but not limited to props and temporary sets, onto the Property and to remove them upon completion of the work contemplated hereunder.

The Property shall be available for the use by Producer

commencing approximately February 22, 2022

and continuing until approximately February 25, 2022 inclusive.

As complete and full payment for all of the rights granted to Producer hereunder, Producer shall pay to Owner the total amount of \$ 35,000 (inclusive of all sales taxes, if any) payable prior to commencement of work on the Property. No fees shall be payable for any day unless the Property is actually used by the Producer.

If Producer requires use of the Property prior or subsequent to the foregoing dates, then Producer may so use the Property on mutually agreeable dates during a scheduled break from student attendance subject only to the payment of additional fees computed on a pro-rata basis with respect to the sums payable above. If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control (including without limitation, any Writers Guild of America or Screen Actors Guild strike or lock-out), Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Property by Producer, Producer shall have the right to use the Property at a later date during a scheduled break from student attendance to be mutually agreed upon and/or to extend the period set forth above, without payment of additional fees to Owner.

Producer is not obligated actually to use the Property or to include any of said photography and/or said sound recordings in any motion picture. Owner may not terminate or rescind the permission granted to Producer hereunder to use and photograph the Property. In the event of any claim by Owner against Producer, Owner shall be limited to Owner's remedy at law for damages, if any, and Owner may not enjoin, restrain or interfere with use of the Property as provided in this Agreement or the production, distribution, exhibition or exploitation of any production or the exploitation of any of Producer's rights hereunder.

Owner hereby acknowledges and agrees that Producer, its assignees, successors and licensees, shall exclusively own all rights in and to any photographs, motion pictures and recordings taken at the Property and that Producer shall enjoy the irrevocable and perpetual right throughout the universe to use such photographs, motion pictures and other recordings of the Property (including all works of art, commercial logos, etc.) in and in connection with the production, broadcasting, promotion and exploitation of the Program, any 'behind-the-scenes', 'bloopers' or similar footage, any merchandising or commercial tie-ins, and any programming services or promotion of the television services which telecast the Program, in any manner and in all media, whether now known or hereinafter devised, including without limitation, all forms of television, home video (e.g. videocassettes, videodiscs and DVD), and interactive "electronic" media (e.g. Internet and CD ROM). In addition, Owner agrees that Producer has the right visually and/or in dialogue, to attribute fictional events and/or characters to the Property and/or to change and/or fictionalize the name, address and/or identification of the Property (i.e. by covering existing signs and/or logos with fictionalized signs) as Producer may determine in its sole discretion. For clarity, no right is granted herein to use Owner's name and/or logo (i.e., the Levittown Memorial Education Center).

Producer will be responsible for all damages or alterations to the Property, during its use of the Property, and upon completion of the work will return the Property to the same condition as when Producer entered, reasonable wear and tear excepted.

Producer will indemnify the undersigned and hold the undersigned harmless against any and all loss which may be incurred arising out of or based upon personal injuries, death or property damage, resulting directly from any act of negligence on Producer's part or by any party entering the Property with Producer's authorization while using the Property for the purpose of filming, provided that Producer is notified with full particulars of such claim with 30 days of vacating the Property.

Special clauses or provisions:

[Need proof of insurance naming Levittown School District in amounts required by NYSIR.]

Producer agrees that any filming of the Program which takes place on the Property shall not depict scenes of a violent or lewd nature or any scenes involving nudity. Owner acknowledges and agrees that the scene descriptions attached hereto as Exhibit "A" and incorporated herein by this reference are in compliance with the foregoing provision.

This is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings (whether oral or written) between the parties. Owner represents and warrants that Owner has the full right to enter into this agreement and that the consent of no other party, nor payment to any other party is necessary to effect this agreement or any representations or warranties herein. Owner represents and warrants that the present agreement will not infringe on the rights or privileges of third parties including, without limitation, any rights or privacy, publicity, copyright, or trademark. Owner agrees to provide for the peaceable undisturbed enjoyment of the Property for the Producer during the contract period and/or prolongation of the agreement, provided that Producer is not in uncured material breach of this Agreement. Owner agrees to indemnify and hold harmless Producer, its successors, assigns and licensees, from and against any and all claims arising out of or in connection with a breach of the foregoing representations and warranties.

*[Signature Page Follows]*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Levittown School District  
(OWNER) [print]

By \_\_\_\_\_  
Its \_\_\_\_\_

POSSIBLE PRODUCTIONS INC (Producer)

By \_\_\_\_\_  
Its authorized signatory

Attachment: Location Agreement - Levittown School District v2 (4445 : Agreement with Possible Productions, Inc.)

## EXHIBIT A

1. Student and her brother have a disagreement with their classmates outside of school.
2. Student reads a poem in front of the class.
3. Student runs past other students in the hallway, see (2) main characters (dream sequence).
4. Student runs past other students in hallway, sees her father (dream sequence).
5. Student attends pep rally in gym (dream sequence).