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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RAKESH SHARMA,

Plaintiff,

-against-

THE CITY OF NEW YORK; KATHERINE OLIVER, Commissioner of the Mayor's Office of Film, Theatre and Broadcasting; JAMES ALAMIA, Detective of the New York City Police Department; DANIEL D'ALESSANDRO, Detective of the New York City Police Department; and MARC ALVAREZ, Detective of the New York City Police Department,

Defendants.

**SO-ORDERED
STIPULATION OF
PARTIAL
SETTLEMENT**

06 CV 0166 (RCC) (FM)

ORIGINAL

WHEREAS, in January 2006 plaintiff commenced this action that contained claims, among others, pertaining to the process for obtaining permits from the Mayor's Office of Film, Theatre and Broadcasting ("MOFTB") of the City of New York (sued herein as Katherine Oliver, Commissioner of the Mayor's Office of Film, Theatre and Broadcasting); and

WHEREAS, the parties now desire to resolve the claims pertaining to MOFTB without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the parties, as follows:

1. MOFTB agrees to publish in accordance with applicable rule making procedures proposed regulations, the text of which is annexed hereto as Exhibit

A, relating to the manner in which permits are issued by MOFTB. Thereafter, if these proposed regulations are revised, prior to final adoption, the parties agree to attempt to resolve their differences about the proposed revised regulations. If MOFTB subsequently adopts regulations that materially differ from those set forth in Exhibit A and the plaintiff objects (in writing to defendants' counsel) to the adopted regulations, this Stipulation of Partial Settlement will be deemed void, and notwithstanding any other discovery order to the contrary, the parties are permitted to engage in discovery (including a deposition of plaintiff if requested by defendants) solely pertaining to the claims relating to MOFTB for 45 days after the date that plaintiff gives notice of his objection.

2. Provided that this Stipulation of Partial Settlement is not voided as provided in paragraph 1, defendants agree to pay plaintiff the sum of One Thousand Dollars (\$1,000.00) and plaintiff's attorney the sum of Five Thousand Dollars for attorney's fees (\$5,000.00) within ninety days of said adoption in full satisfaction of any claims for damages of any kind, attorneys fees, costs and expenses stemming from allegations in the Amended Complaint of wrongdoing by MOFTB, including but not limited to paragraphs 2, 38 - 46. Upon making said payment, defendant Katherine Oliver, Commissioner of the Mayor's Office of Film, Theatre and Broadcasting, who is sued herein in the official capacity (Am. Compl. ¶ 10), shall be dismissed from this action and the caption is amended accordingly.

3. In consideration for payments and upon payments of the sums set forth in paragraph 2 above, plaintiff agrees to the dismissal of all the claims pertaining to MOFTB (including but not limited to those stemming from allegations in the Amended Complaint of wrongdoing by MOFTB, including but not limited to paragraphs 2, 38 - 46,

and that seek relief against MOFTB, including but not limited to the Fifth Cause of Action, paragraph 53, and the WHEREFORE Clause, sub-paragraphs 3-4) against the defendants and releases defendants, and present or former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims or rights of action that were or could have been alleged in the complaint in this action, including claims for costs, expenses and fees. Plaintiff agrees that he shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a Partial General Release in the form annexed hereto as Exhibit B. Upon payments of the sums set forth in paragraph 2 above, the claims asserted in the plaintiff's Amended Complaint that are described in this paragraph are hereby dismissed, with prejudice, and without costs, expenses, or fees to any party, except as provided herein.

4. The remaining claims (which pertain to the New York City Police Department) will survive this Stipulation of Partial Settlement, and as to these remaining claims the parties agree that they will not submit any evidence to the Court relating to this Stipulation of Partial Settlement, or to the plaintiff's interactions with MOFTB, including but not limited to the allegations in the amended complaint pertaining to plaintiff's interactions with MOFTB.

5. Defendants agree that the plaintiff's actions that are set forth in the Amended Complaint will not be considered by MOFTB, pursuant to proposed regulation section 9-02(b)(7)(iv), to warrant a future denial of an application by plaintiff for an MOFTB permit or certification.

6. Defendants agree that in accordance with New York City Charter § 1043, MOFTB will maintain regulations governing the issuance of MOFTB permits.

This Stipulation of Partial Settlement does not preclude plaintiff or his counsel from challenging possible amendments to the adopted regulations described in paragraph 1 above.

7. Nothing contained herein shall be deemed to be an admission by the defendants that they have acted unlawfully or in any way violated any of the other party's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York.

8. The parties agree that they will neither proffer nor make reference to this Stipulation of Partial Settlement in any other litigation or proceeding, and further agree that this Stipulation of Partial Settlement is not related to any other litigation or settlement negotiations.

9. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

10. This Stipulation of Partial Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Partial Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

11. Counsel for the parties have reviewed and revised this Stipulation of Partial Settlement, and any rule of construction, by which any ambiguities are to be

resolved against the drafting party, shall not be applied in the interpretation of this Stipulation of Partial Settlement.

12. Counsel for the plaintiff and the defendants agree that they may modify the terms of this Stipulation of Partial Settlement (or revoke this Stipulation of Partial Settlement) by executing a subsequent stipulation signed by such counsel.

13. Facsimile signatures are deemed to be originals for the purposes of this Stipulation of Partial Settlement.

14. The parties consent to the referral of this action to a Magistrate Judge pursuant to 28 U.S.C. § 636(c) for the limited purpose of "so-ordering" this Stipulation of Partial Settlement.

Dated: New York, New York
April 13, 2007

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So Ordered:

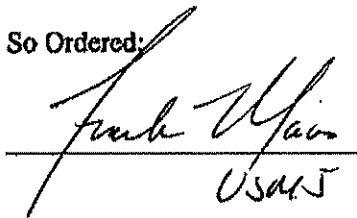

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EXHIBIT A

1 Title 43 RCNY, Chapter 9. Permits Issued by Mayor's Office of Film, Theatre &
2 Broadcasting.

3 Section 9-01. Permits for Scouting, Rigging and Production Activities.

4 (a) Introduction. The Mayor's Office of Film Theatre and Broadcasting ("MOFTB")
5 shall issue permits in connection with filming, including but not limited to the taking of motion
6 pictures; the taking of photographs; the use and operation of television cameras, transmitting
7 television equipment, or radio remotes in or about city property; load-ins or load-outs supporting
8 indoor performances; or such activities in or about any street, park, marginal street, pier, wharf,
9 dock, bridge or tunnel within the jurisdiction of any City department or agency, or involving the
10 use of any City owned or maintained facilities or equipment. As defined herein, MOFTB will
11 issue permits for scouting, rigging and shooting activities. Obtaining such a permit does not
12 obviate the need to obtain approval for an activity that may also be subject to other laws, rules or
13 case law.

14 (b) Permits.

15 (1) The following activities require that a permit be obtained pursuant to this chapter:

16 (i) Filming, photography, production, television or radio remotes occurring
17 on City property, as described in subdivision (a) of this section, that uses vehicles or
18 equipment, except as described in subparagraphs (2)(i) and (ii) of this subdivision;

19 (ii) Filming, photography, production, television or radio remotes occurring
20 on City property, as described in subdivision (a) of this section, involving an interaction
21 among two or more people at a single site for thirty or more minutes, including all set-up
22 and breakdown time in connection with such activities; or

23 (iii) Filming, photography, production, television or radio remotes occurring
24 on City property, as described in subdivision (a) of this section, involving an interaction



1 among five or more people at a single site and the use of a single tripod for ten or more minutes,
2 including all set-up and breakdown time in connection with such activities.

3 (2) The following activities do not require that a permit be obtained pursuant to this
4 chapter:

5 (i) Filming or photography occurring on City property, as described in
6 subdivision (a) of this section, involving the use of a hand-held device as defined in
7 paragraph three of subdivision (a) of § 9-02, provided that such activity does not involve
8 an interaction among two or more people at a single site for thirty or more minutes,
9 including all set-up and breakdown time in connection with such activities.

10 (ii) Filming or photography occurring on City property, as described in
11 subdivision (a) of this section, involving the use of a single tripod, provided that such
12 activity does not involve an interaction among five or more people at a single site and the
13 use of a single tripod for ten or more minutes, including all set-up and breakdown time in
14 connection with such activities.

15 (iii) Filming or photography of a parade, rally, protest, or demonstration except
16 when using vehicles or equipment other than a handheld device or single tripod.

17 (3) For purposes this subdivision:

18 (i) a "single site" shall be any area within 100 feet of where an activity
19 commences, and

20 (ii) an "interaction" shall mean conduct involving a communication between two
21 or more people, whether verbal or otherwise, but shall not include conduct involving
22 filming or photographing of a parade, rally, protest, or demonstration.

CA

1 (c) Press passes. The use of a press pass issued by the New York City Police
2 Department (“NYPD”) in accordance with Chapter 11 of Title 38 of the Rules of the City of
3 New York (“Press Credentials”), where an individual is acting in furtherance of the activity
4 authorized by such press pass, and is engaged in filming as defined in these rules, does not
5 require that a permit be obtained pursuant to this chapter.

6 (d) MOFTB Certificates: Persons who are engaged in filming or photography and are
7 not otherwise required to obtain a permit pursuant to subdivision (b) of this section may be
8 issued a MOFTB Certificate. Persons requesting such a MOFTB Certificate shall comply with
9 the application requirements of MOFTB, including providing proper photo identification;
10 accurate information concerning the person’s identity and address; accurate information as to
11 the location(s) of such activities; and the date(s) and time(s) during which such activities are
12 proposed to take place as set forth in paragraphs (2) and (3) of subdivision (b) of § 9-02 of these
13 rules.

14 (e) Authorization from other agencies: Notwithstanding the provisions of subdivision
15 (a) of this section, scouting, rigging or shooting activities within City parks, interiors of City
16 buildings, bridges or tunnels require, if applicable, separate authorization from the City agency
17 with jurisdiction over the location. The use of certain items or activities, including but not
18 limited to animals, firearms (actual or simulated), special effects, pyrotechnics, police uniforms,
19 police vehicles, driving shots with tow or camera rigs, and conditions that require holding of
20 traffic may require authorization and/or assistance from the relevant government agency.

21 § 9-02. Processing of Permit Applications.

22 (a) Definitions. For purposes of this chapter, the following terms shall have the
23 following meanings:

1 (1) "Equipment" shall include, but is not limited to, television, photographic or
2 videocameras or transmitting television equipment, including radio remotes, props, sets, lights,
3 electric and trip equipment, dolly tracks, screens, or microphone devices, and any and all
4 production related materials.

5 (2) "Filming" shall mean the taking of motion pictures, the taking of still photography or
6 the use and operation of television cameras or transmitting television equipment, including radio
7 remotes and any preparatory activity associated therewith, and shall include events that include,
8 but are not limited to, the making of feature or documentary films, television serials, webcasts,
9 simulcasts or specials.

10 (3) "Hand-held devices" shall mean film, still, videocameras or television cameras or
11 other equipment which are held in the photographer or filmmaker's hand and carried at all times
12 with the photographer or filmmaker during the course of filming. Hand-held devices shall not
13 include tripods, cables or any other item or equipment not carried by the photographer or
14 filmmaker at all times during the course of photography, filming or transmission.

15 (4) "New Project Account application" shall mean a request submitted on an MOFTB
16 form by an applicant indicating that the applicant intends to request one or more permits for
17 scouting, rigging and/or shooting activities.

18 (5) "Photography" shall mean the taking of moving or still images.

19 (6) "Pre-permit reserve" shall mean the designation by MOFTB, at the request of a
20 permit applicant, of a location(s) where the applicant intends to conduct rigging or shooting
21 activities.

22 (7) "Rigging/de-rigging" shall mean the loading in or loading out, loading or unloading,
23 of any shooting or production related equipment, including but not limited to props, sets, electric



1 and grip equipment, at any location, time and date where film or theatrical production is not
2 occurring.

3 (8) "Same date" shall mean the same actual calendar date (numerical date and month) or
4 the same day of the same week in a given month, as relevant. For example, "same date" shall
5 encompass the date July 11 as well as the second Sunday in the month of July, as relevant.

6 (9) "Same location" shall mean the location identified in the rigging permit or the filming
7 permit application.

8 (10) "Scouting" shall mean the act of viewing, assessing and photographing locations for
9 filming or photography during pre-production or production for, including, but not limited to,
10 still photography, feature films, television series, mini-series or specials.

11 (11) "Shooting" shall include (i) filming interiors or exteriors, and (ii) theatrical
12 productions whose performances are presented indoors.

13 **(b) New Project Account application and application for scouting, rigging and/or**
14 **shooting activities.**

15 (1) The following two steps shall be taken to obtain a scouting, rigging, and/or shooting
16 permit:

17 (i) Submission of a New Project Account application to MOFTB.

18 (ii) At the same time, or some time thereafter, an applicant shall seek a scouting, rigging,
19 and/or shooting permit.

20 (2) New Project Account Application contents.

21 Applicants shall complete an application, on a form prescribed by MOFTB, which shall
22 contain detailed identifying information about the applicant and the project. In completing such
23 form, applications shall provide the information set forth below.

1 (i) A postal address (but not a post office box) and, if available, an e-mail
2 address, a telephone number and a facsimile number for purposes of receiving
3 notification from MOFTB.

4 (ii) Valid photo identification of the applicant or, if the applicant is not a natural
5 person, a valid photo identification of the natural person authorized by the applicant to
6 act on its behalf in connection with the application.

7 (iii) If known at the time of the application, the dates and times of scouting,
8 rigging or shooting and location of such activity, and any special circumstances
9 including, but not limited to, information regarding whether the activity involves special
10 parking requests, traffic control issues or special effects.

11 (iv) Film school students shall provide a letter from the student's school
12 confirming insurance coverage, and the student's current enrollment, subject to the
13 provisions of § 9-03.

14 (3) Scouting, Rigging and/or Shooting Applications.

15 When applicants submit a scouting, rigging and/or shooting permit application, on a form
16 prescribed by MOFTB, they shall:

17 (i) identify the date(s), time(s) and location(s) of such activity;

18 (ii) identify any special circumstances including, but not limited to, information regarding
19 whether the activity involves special parking requests, traffic control issues or special
20 effects;

21 (iii) for applicants requesting a scouting permit, provide a letter from the applicant's
22 producing/financing entity verifying the project by name and identifying the natural
23 person(s) on-site who will be performing scouting activities on behalf of the applicant;



1 (iv) for applicants requesting a scouting permit, provide documents of incorporation,
2 financing documents for the project or grant or foundation award letter.

3 (4) Processing of Permits.

4 All permit applications will be processed on a "first come, first served" basis. Upon
5 request by an applicant, MOFTB will place a pre-permit reserve on the location(s) identified in
6 the New Project Account application or the rigging and/or shooting application. An applicant
7 can request such pre-permit reserve no more than three weeks in advance of the activity, but
8 upon a need demonstrated in writing by the applicant, MOFTB may grant a greater period of
9 time. If two or more permit applicants request the same date and the same location, the New
10 Project Account application request that was received first shall be first eligible for approval.

11 (5) MOFTB shall respond to the applicant with one of the responses enumerated in
12 subparagraphs (i) through (iii) of paragraph (6) of this section in accordance with the following
13 schedule:

14 (i) for applications filed 45 days or more prior to the date for which such permit is
15 sought, MOFTB shall respond no later than 30 days after the receipt of such applications;

16 (ii) for applications filed less than 45 days but more than 15 days prior to the date for
17 which such permit is sought, MOFTB shall respond no later than ten days after the
18 receipt of such applications; or

19 (iii) for applications filed 15 days or less prior to the date for which such permit is
20 sought, MOFTB shall respond as soon as is reasonably practicable.

21 (iv) No application may be filed more than sixty days prior to the date of the requested
22 event, unless special circumstances are presented to the commissioner or her designee for
23 approval.

1 (6) Determination upon review of application. Following receipt of an application, the
2 MOFTB will make one or more of the following determinations:

3 (i) issuance of the particular permit.

4 (ii) written notification that more information is needed before MOFTB can make a
5 determination as to a particular permit application.

6 (iii) written notification that the particular permit application has been denied and a
7 statement of the reason or reasons pursuant to paragraph (7) of this subdivision for such
8 denial.

9 (7) Denial of new project account applications or scouting, rigging, and/or shooting
10 permit application. MOFTB may deny a permit if any one or more of the following issues exists:

11 (i) conditions exist that may pose a danger or a threat to participants, onlookers or the
12 general public;

13 (ii) the location sought is not suitable because the proposed use cannot reasonably be
14 accommodated in the proposed location;

15 (iii) the date and time requested for a particular location is not available because a permit
16 has previously been issued for such date or time or is the subject of a new project account
17 application, as provided in paragraph (4) of this subdivision;

18 (iv) the applicant or any person or entity connected with the applicant has been granted a
19 permit in this or any other jurisdiction and did, on that prior occasion, either engaged in
20 activity requiring a permit without having obtained a permit, or was found to have
21 violated a material term or condition of the permit, or any law, ordinance, statute or
22 regulation relating to the activity covered by the permit;

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1 (v) use of the location or the proposed activity at the location would otherwise violate any
2 law, ordinance, statute or regulation;

3 (vi) use of the location would interfere unreasonably with the operation of City functions.

4 (8) If the permit has been denied pursuant to subparagraph (i), (ii), (iii), (v) (with respect
5 to location) or (vi) of paragraph (7) of this subdivision, MOFTB shall employ reasonable efforts
6 to offer the applicant suitable alternative locations and/or times and/or dates for the proposed
7 rigging or shooting.

8 (9) The denial of a permit shall be in writing and shall contain information about the
9 right to appeal such denial unless the applicant, in its application, authorizes MOFTB to issue an
10 oral determination in connection with the filing of the application. Subsequent to the filing of
11 such application, an applicant may request a written determination upon notifying MOFTB in
12 writing that such applicant now seeks a written determination. Upon receiving such request for a
13 written determination, MOFTB shall respond in accordance with the requirements of paragraph
14 (5) of this subdivision, such time to respond commencing on the date of receipt by MOFTB of
15 the notification.

16 (10) After a permit application is denied, the applicant may appeal a written
17 determination by written request filed with the appeals officer who may reverse, affirm, or
18 modify the original determination and provide a written explanation of his or her finding.

19 (i) If a permit application is denied more than 30 days prior to the proposed scouting,
20 rigging or shooting, the applicant shall have 10 days from the date that such denial is e-
21 mailed or faxed to the applicant to appeal such denial. MOFTB shall render a decision
22 on such appeal within 10 days of receipt of such appeal.

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(ii) If a permit application is denied more than 10 days and less than 30 days prior to the proposed scouting, rigging or shooting, the applicant shall have 5 days from the date such denial is e-mailed or faxed to the applicant to appeal such denial. MOFTB shall render a decision on such appeal within 5 days of receipt of such appeal.

(iii) If a permit application is denied 10 days or less prior to the proposed scouting, rigging or shooting, the applicant shall have one day from the date such denial is e-mailed or faxed to the applicant to appeal such denial. MOFTB shall render a decision on such appeal as soon as is reasonably practicable.

(c) Responsibilities of permittees.

(1) Rules: Permittees are subject to the rules of MOFTB, the specific terms and conditions of the permit, and all applicable city, state, and federal laws.

(2) Display of permit: Permittees shall have the permit in their possession on location at the time and site of the scouting, rigging or shooting, as well as any other permits required by MOFTB or any other governmental agency.

(3) Permit restrictions: Permittees shall confine their activities to the locations and times specified on their permit. MOFTB may establish specific guidelines to address conditions that exist at certain designated locations and the use of vehicles and equipment at locations based on, among other considerations, the time of day, weather conditions, season, location, and day of the week.

(4) Non-transferability: Permits are not transferable.

1 (5) Clean-up: Permittees are responsible for cleaning and restoring the site after the
2 rigging or shooting. The cost of any City employee time incurred because of a permittee's failure
3 to clean and/or restore the site following the rigging or shooting will be borne by the permittee.

4 (6) Accidents or injuries: Should there be any injuries, accidents, other health incidents
5 or damage to private or City property at a permitted event, the permittee shall notify MOFTB
6 immediately.

7 (7) Vehicle Parking: Only vehicles with permits issued by MOFTB will be allowed to
8 park in areas designated for the rigging or shooting activity at the time(s) and location(s)
9 described in the applicable permit.

10 (8) Dolly track or other equipment: No dolly track or other equipment may be laid
11 across a street or block a fire lane without prior approval of MOFTB and NYPD.

12 (9) Pyrotechnics: The use of pyrotechnics, fire effects and explosions, including
13 simulated smoke and smoke effects, shall be conducted only upon authorization by the New
14 York City Fire Department and subsequent approval shall be obtained from MOFTB and the
15 NYPD prior to shooting.

16 (10) Animals: The use of wild animals, as defined in Article 161, § 161.02 of the New
17 York City Health Code, shall be used only upon authorization by the Department of Health and
18 Mental Hygiene, and subsequent approval shall be obtained from MOFTB prior to shooting.

19 (11) Potentially dangerous activities: Conduct or activities associated with rigging or
20 shooting permits which are determined by MOFTB to cause a potential danger to persons or
21 property will be referred by MOFTB for approval by the NYPD or other governmental agency
22 having jurisdiction over such activity. Such activities shall include, but not be limited to, the use
23 of stunts, helicopters, firearms or simulated firearms.



1 (12) Traffic control: Where a public street is closed in connection with rigging or
2 production activities, a 13.5-foot lane shall be kept open. Such requirement may be waived by
3 MOFTB upon an appropriate showing of need or at the discretion of the NYPD.

4 (13) Trees and plantings: Trimming, damaging, removing or cutting trees or vegetation
5 on City property is prohibited without the prior approval of the New York City Department of
6 Parks and Recreation.

7 (14) Street structures: No street signs, lights, postal boxes, parking meters or any other
8 permanent street structure may be removed or altered without the prior approval of the New
9 York City Department of Transportation or other agency charged with maintaining such
10 structures.

11 (15) Production location access: If determined by MOFTB to be appropriate, permittees
12 shall submit a mitigation plan for minimizing the potential inconvenience to residents and/or
13 businesses caused by rigging or shooting activities.

14 (16) Food services: There shall be no sit-down catered meals permitted on public streets
15 or sidewalks.

16 (17) Code of Conduct: MOFTB shall issue a location Code of Conduct that addresses
17 the importance of considerate behavior on the set of all rigging and shooting activities. A copy
18 of the Code of Conduct shall be given to each permittee under these rules. The permittee is
19 responsible for providing a copy of the Code of Conduct to the cast and crew of each permitted
20 rigging or shooting activity. Permittees shall be required to encourage participants in the
21 permitted event to act in accordance with such code.

22 **(d) Modifications to or suspension of permit.**

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1 (1) If a permittee seeks to modify its permit, it shall submit an addendum to its original
2 request, which will be governed by the same timetable as provided in paragraph (5) of
3 subdivision (b) of this section.

4 (2) If MOFTB determines that modifications should be made to the terms or conditions
5 of a permit, or that a permit should be revoked, after notice and opportunity to be heard, MOFTB
6 may do so, based upon reasons set forth in paragraph (7) of subdivision (b) of this section.

7 (3) If MOFTB revokes a permit prior to the date of the scouting, rigging or shooting, the
8 permittee may appeal the revocation, subject to the time limitations set forth in paragraph (10) of
9 subdivision (b) of this section.

10 (4) During the course of scouting, rigging or shooting, MOFTB or the NYPD may
11 suspend a permit where public health or safety risks are found or where exigent circumstances
12 warrant such action. Where such suspension occurs, permittees shall be given notice and an
13 opportunity to be heard within ten days after the suspension.

14 **§ 9-03. Indemnification and Insurance.**

15 (a) By accepting a permit, a permittee agrees to protect all persons and property from
16 damage, loss or injury arising from any of the operations performed by or on behalf of the
17 permittee, and to indemnify and hold harmless the City, to the fullest extent permitted by law,
18 from all claims, losses and expenses, including attorneys' fees, that may result therefrom. This
19 indemnification requirement does not apply to any person or entity acting with a MOFTB
20 Certificate in accordance with § 9-01(d).

21 (b) Every permittee that requires the use of equipment or vehicles shall maintain, during
22 the entire course of its operations, liability insurance with a limit of at least one million dollars
23 (\$1,000,000) per occurrence. Such insurance shall include a policy endorsement naming the City



1 of New York as an additional insured with coverage at least as broad as provided by Insurance
2 Services Office (ISO) form CG 20 12 (07/98 ed.). The applicant shall provide proof of such
3 insurance prior to the issuance of the permit in the form of an original certificate of insurance
4 signed in ink to which a copy of the required endorsement is attached. For currently enrolled
5 film students, proof of insurance through their school and the student's current attendance shall
6 satisfy this requirement. This insurance requirement does not apply to any person or entity
7 acting with a MOFTB Certificate in accordance with § 9-01(d).

8 (c) If MOFTB determines, in light of the activity for which a permit is sought, that such
9 activity may increase the potential for injury to individuals and/or damage to property, and that
10 the minimum limit of insurance should be higher than one million dollars (\$1,000,000) per
11 occurrence, MOFTB shall determine what higher minimum limit is to be required and inform the
12 applicant of such higher limit. Factors to be considered by MOFTB may include, but shall not
13 be limited to, the number of people involved, the location of the activity and the nature of the
14 activity. The applicant shall thereafter provide proof of such insurance in accordance with
15 subdivision (b) of this section. If MOFTB determines in writing that a higher minimum limit is
16 to be required, the applicant may appeal such determination by written request filed with the
17 MOFTB appeals officer who may reverse, affirm, or modify the determination and provide a
18 written explanation of his or her finding.

19 (d) MOFTB shall have the authority to waive the insurance required by subdivision (b)
20 of this section where the applicant is able to demonstrate that such insurance cannot be obtained
21 without imposing an unreasonable hardship on the applicant. Any request for a waiver of the
22 insurance required by subdivision (b) of this section shall be included by the applicant in the
23 application submitted to MOFTB under § 9-02 of this chapter. The burden of demonstrating

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1 unreasonable hardship shall be on the applicant, and may be demonstrated by a showing, for
2 example, that the cost of obtaining insurance for the permitted activity exceeds twenty-five
3 percent (25%) of the applicant's budget for such activity that is the subject of the application.
4 MOFTB shall take into consideration the applicant's projections of budget as well as the budget
5 projections for comparable productions of similar size and duration in determining whether the
6 cost of obtaining insurance exceeds twenty-five percent (25%) of the budget. MOFTB may also
7 take into consideration its determination that the permitted activity may increase the potential for
8 injury to individuals and/or damage to property. In the event that MOFTB denies a waiver of the
9 insurance requirement, the applicant may thereafter respond to the denial and appeal such denial
10 pursuant to the provisions of § 9-02 of this chapter.

CD 

EXHIBIT B

PARTIAL GENERAL RELEASE

RAKESH SHARMA (the "RELEASOR"), conditioned upon the subsequent total payment of one thousand dollars and zero cents (\$1,000.00) to the RELEASOR, by the City of New York, under the terms and conditions stated in the So Ordered Stipulation of Partial Settlement dated March 27, 2007 filed in the lawsuit RAKESH SHARMA v. THE CITY OF NEW YORK, ET AL., Index No. 06 CV 0166 (Southern District of New York) (the "ACTION"), does for itself, executors and administrators, successors and assigns remise, release and forever discharge the City of New York and all other departments, officials, employees, representatives and agents of the City of New York, past and present (the "RELEASEES"), and their successors and assigns, heirs, executors and administrators, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, damages and claims and demands, in law or in equity, which against the RELEASOR, his heirs, executors, administrators, successors and assigns, ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this GENERAL RELEASE, concerning the acts or omissions complained of in the Amended Complaint pertaining to the Mayor's Office of Film, Theatre and Broadcasting (including but not limited to the Amended Complaint Fifth Cause of Action, paragraph 53, and the Wherefore Clause, sub-paragraphs 3-4) in the ACTION and any Notice of Claim or other Notice concerning the acts or omissions complained of in the ACTION that preceded the filing of the ACTION pertaining to the Mayor's Office of Film, Theatre and Broadcasting (including but not limited to the Amended Complaint Fifth Cause of Action, paragraph 53, and the Wherefore Clause, sub-paragraphs 3-4). Nothing in this Partial General

