

**AGREEMENT BETWEEN**  
**THE DEADWOOD HISTORIC PRESERVATION COMMISSION AND**  
**MACROVISION, LLC**

This Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 2022, is by and between the DEADWOOD HISTORIC PRESERVATION COMMISSION, located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “HPC,” and MACROVISION, P.O. Box 111, Deadwood, South Dakota 57732.

**WHEREAS**, MACROVISION has agreed to provide digitization of raw video footage owned by MACROVISION taken between 1980-2022 for the HPC; and,

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which MACROVISION shall undertake in providing digitization services for the HPC as set forth below; and

Based upon the representations and understanding above the parties agree as follows:

1. MACROVISION will digitize raw video footage sold by MACROVISION to HPC which were taken between 1980-2022.
2. MACROVISION shall begin work on the digitization of betacams sold to HPC first and shall complete this work prior to working on any other digitization.
3. MACROVISION shall use its own equipment throughout the contract in order to digitize the raw video footage. During this time MACROVISION may take possession of video footage owned by HPC. MACROVISION shall be responsible for any negligent damages caused to this footage while in the possession of MACROVISION. MACROVISION shall carry adequate insurance to cover the loss of any video footage damages or destroyed while in MACROVISION’S possession.
4. MACROVISION will NOT be responsible for the following for the term of this agreement:
  - a. Net cost for advertising – print/broadcast/new media;
  - b. Voiceover talent or celebrity endorsement costs;
  - c. Travel outside Deadwood offices;
  - d. Lodging/meals when on Historic Preservation business; and,
  - e. Airfare.

5. MACROVISION is an independent contractor of CITY. Nothing contained in this agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
6. MACROVISION shall have no authority to act as agent for, or on behalf of, HPC, or to represent HPC, or bind HPC in any manner.
7. MACROVISION shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of CITY.
8. MACROVISION and its employees shall not, during the time of rendering services to the CITY or thereafter, disclose to anyone other than authorized employees of MACROVISION (or persons designated by such duly authorized employees of CITY) or use for the benefit of MACROVISION and its employees or for any entity other than the CITY, any information of a confidential nature, including but not limited to, information relating to any such materials or intellectual property.
9. All work shall be done in a professional manner;
10. All work will be subject to approval by the Historic Preservation office;
11. No further changes or additional work will be approved by the HPC, unless approved in writing by both parties;
12. MACROVISION shall comply with all local and state laws relating to workers compensation and additional insurance requirements to adequately protect the HPC from any claims or damages arising out of or in conjunction with the work contemplated herein.
13. MACROVISION agrees to indemnify and hold harmless HPC and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, losses, costs, judgments, penalties, fines, claims or executions of any character, including attorney's fees, court costs and other legal expenses, insurance deductibles, and all other expenses arising out of or relating to, directly or indirectly, from:
  - a. The negligent, grossly negligent, or intentional act or omission of MACROVISION or its directors, officers, employee, agents, or contractors;
  - b. MACROVISION's failure to perform any of its obligations under this Agreement, and
  - c. Any act or omission of MACROVISION in connection with the work.
14. This agreement may be terminated by either MACROVISION or HPC at any time for any reason, with or without cause, by giving sixty (60) days written notice of

termination and HPC shall pay MACROVISION for all services performed by MACROVISION through the date of termination.

15. HPC shall pay MACROVISION a sum of Thirty and no/100s Dollars per hour (\$30/hour) for services, not to exceed 1,000 hours over the course of three years or before July 1, 2024.
16. Payment to MACROVISION shall be made on a monthly basis upon receipt of an invoice from MACROVISION.
17. MACROVISION shall perform these services with reasonable diligence and expediency consistent with sound professional practices.
18. The agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral,
19. This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
20. The agreement may be amended only by written agreement of the parties.
21. All notices permitted or required under this agreement shall be in writing and shall be delivered in person or mailed by first class. Registered or certified mail, postage prepaid, to the address of the party specified in the agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
22. This agreement shall not be assigned by either party without the consent of the other party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

HISTORIC PRESERVATION COMMISSION

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

