

**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION**

- WHEREAS,** by virtue of the Tribe's inherent sovereignty over the lands and natural resources of the Fort Apache Indian Reservation, in addition to the powers listed in the Tribal Constitution, the Tribal Council has the authority to permit filming activities within the Reservation; and
- WHEREAS,** Pilot Film & Television Productions LTD ("PILOT") desires to film a twelve minute segment ("PROGRAM") on the various recreational activities and opportunities offered through the White Mountain Apache Tribal Guide Program within the Fort Apache Indian Reservation; and
- WHEREAS,** PILOT shall provide the Wildlife and Outdoor Recreation Department a copy of the PROGRAM before it is broadcast, displayed or placed within the public forum so that Wildlife and Outdoor Recreation Department may preview the PROGRAM and recommend additions, deletions, edits and final approval of the content before PILOT broadcasts the PROGRAM; and
- WHEREAS,** PILOT will broadcast the PROGRAM on a new worldwide televised program entitled Lonely Planet Treks in Wild American which, at a minimum, will air during the Fall television season of 1999 on the Travel Channel and The Discovery Channel; and
- WHEREAS,** the televised broadcast of the PROGRAM will provide information about the Tribe which shall include a brief description and video display of the history of Fort Apache, and a description of the hunting, fishing, hiking, camping, canyoneering, river-running, skiing, gaming, and sight seeing opportunities within the Fort Apache Indian Reservation; and
- WHEREAS,** PILOT, its agents, assigns, and authorized representatives may not televise, broadcast, distribute or permit the broadcast and distribution of the PROGRAM in whole or in part unless the broadcast and distribution is exclusively related to the White Mountain Apache Tribal Guide Program, and the content contains video sufficient to educate any viewer on the recreational opportunities and wildlife present within the Fort Apache Indian Reservation and offered by the WMAT for public use; and
- WHEREAS,** PILOT, its agents, assigns, and authorized representatives may not televise, broadcast, distribute or permit the broadcast and distribution of the PROGRAM in whole absent footage of the activities available within the White Mountain Apache Tribal Guide Program, and may not present information and video of the required footage outlined above exclusive of footage of these activities; and

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WHEREAS, PILOT will provide the Wildlife and Outdoor Recreation Division with five (5) customized copies of the PROGRAM which shall be of such a quality to adequately promote, at industry and trade shows, the Tribe's recreational opportunities for all visitors to the Fort Apache Indian Reservation; and

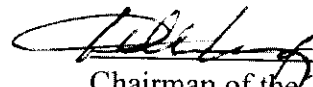
WHEREAS, PILOT will pay all fees required for the activities it will engage in while within the Fort Apache Indian Reservation.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe, that it grants permission to PILOT to film the White Mountain Apache Tribal Guide Program activities pursuant to the terms and conditions set forth above.

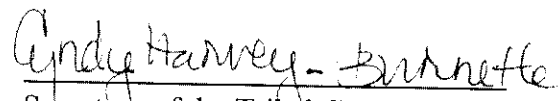
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that subject to the conditions and limitations set forth above and in the Permit Agreement with PILOT, it hereby authorizes the broadcast of this PROGRAM including the information and video footage of Fort Apache and of all the recreational opportunities available to visitors to the Fort Apache Indian Reservation.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that subject to the conditions and limitations set forth above and in the Permit Agreement with PILOT, it hereby authorizes the White Mountain Apache Tribal Chairman, Dallas Massey Sr., to execute a Permit Agreement or other suitable document outlining the conditions and limitations set forth above.

The foregoing resolution was on August 13, 1999, duly adopted by a vote of SIX for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (g), (h), (s), (t), and (u) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993 and approved by the Secretary of the Interior on November 12, 1993 pursuant to Section 16 of the Act of June 18, 1993 (48 Stat. 984).


Chairman of the Tribal Council

SEP 13 1999


Secretary of the Tribal Council

**TEMPORARY PERMIT TO FILM WITHIN THE EXTERIOR BOUNDARIES OF THE
FORT APACHE INDIAN RESERVATION**

The White Mountain Apache Tribe (hereinafter, "WMAT") and the White Mountain Apache Tribe Wildlife and Outdoor Recreation Division (hereinafter, "WORD") and Pilot Film and Television Productions LTD., (hereinafter, "PILOT") of London, England and Hollywood, California, do hereby agree as follows:

1. IDENTIFICATION OF WMAT & WORD

WMAT is identified as

**WHITE MOUNTAIN APACHE TRIBE
P.O. Box 700
Whiteriver, AZ 85941**

WORD is identified as

**WHITE MOUNTAIN APACHE TRIBE
WILDLIFE AND OUTDOOR RECREATION
DIVISION
P.O. Box 700
Whiteriver, AZ 85941**

Contact person:

**Jon Cooley, Director
(520) 338-4385**

2. IDENTIFICATION OF PILOT

PILOT is identified as:
Head Office

**Pilot Film and Television Productions, LTD.
The Old Studio, 18 Middle Row
London, W10 5AT**

Los Angeles

**555 Productions Inc. DBA Pilot Productions
6464 Sunset Boulevard, Suite 550
Hollywood, CA 90028**

Contact person:

**Jenny Leah, Producer
Lonely Planet
(323) 962-9342**

3. PURPOSE

The purpose of this Agreement is to permit PILOT to have access to the Fort Apache Indian Reservation to film a guided tour (hereinafter "TOUR") of the Fort Apache Historical District and of Cibecue Canyon through the services offered by the White Mountain Apache Tribal Guide

Program, a service which provides income to WMAT, employment for WMAT members and promotes respect for WMAT culture in all who visit and participate in the tours. PILOT shall pay all appropriate fees for engaging in recreational activities within the Fort Apache Indian Reservation and shall film at least a twelve (12) minute program suitable for broadcast on worldwide television.

4. **TERM**

This Permit Agreement shall become effective on August 29, 1999 and shall expire on September 2, 1999 or upon the conclusion of the TOUR, whichever comes first.

5. **TIME**

Time limits stated in this Agreement are of the essence of the Agreement.

6. **CONDITIONS**

- A. From August 29, 1999 through September 2, 1999, WMAT shall permit five (5) PILOT representatives and crew members the opportunity to enter upon, conduct, and film TOUR within the exterior boundaries of the Fort Apache Indian Reservation.
- B. PILOT shall pay all recreational fees required for TOUR which shall include all required and incidental fees for each PILOT representative, agent, employee and designated representative who engages in activities within the exterior boundaries of the Fort Apache Indian Reservation.
- C. PILOT shall obtain the services of a tribally-licensed guide for the TOUR, and shall ensure that at least two (2) guides from the WMAT Guide Program are present at all times.
- D. PILOT shall always remain in the company of WMAT licensed guides or authorized WMAT representative(s).
- E. To compensate WMAT for the permission granted under this Agreement, PILOT agrees to the following:
 1. PILOT shall televise TOUR at times guaranteed to attract the most viewers on the Travel Channel, the Discovery Channel, and all other available broadcast stations which will maintain the integrity and presentation of TOUR. Pilot shall make every effort to ensure that TOUR is broadcast to as many viewers as possible, but PILOT shall never compromise the integrity, length and content of TOUR in pursuit of these efforts.

- F. PILOT, its agents, assigns, and authorized representatives may not televise, broadcast, distribute or permit the broadcast and distribution of the TOUR in whole or in part unless the broadcast and distribution is exclusively related promoting recreational activities within the Fort Apache Indian Reservation and the content contains video sufficient to educate any viewer on the recreational opportunities and wildlife present within the Fort Apache Indian Reservation and offered by WMAT for public use.
- G. PILOT shall permit WORD to have a final edit and review authority of the PROGRAM before it is placed in any public forum and broadcast by any means.
- H. PILOT, its agents, assigns, and authorized representatives may not televise, broadcast, distribute or permit the broadcast and distribution of the TOUR in whole absent footage of TOUR activities, and may not present information and video of the required footage outlined in Provision 6(E)(4) of this Agreement exclusive of footage of TOUR activities.
- I. The minimum twelve (12) minute televised broadcast of TOUR shall provide information about WMAT which shall include a brief description and video display of the following:
 - A. The Fort Apache National Historic District; and
 - B. The fishing, hiking, camping, canyoneering, river-running, skiing, gaming, and sight seeing opportunities within the Fort Apache Indian Reservation.

PILOT must seek written authorization from WMAT before filming any video footage of the items listed above.

- J. PILOT shall provide WORD five (5) copies of the entire film of the TOUR which shall be of such a quality to adequately promote, at industry and trade shows, the WMAT Tribal Guide Program and WMAT's recreational opportunities available to all visitors to the Fort Apache Indian Reservation.
- K. PILOT shall not distribute PROGRAM by any means other than broadcast for television audiences
- K. PILOT shall comply with all applicable laws, regulations and ordinances, including, but not limited to, all employment laws, regulations and ordinances and all Game and Fish laws, regulations and ordinances.
- F. PILOT shall be responsible for any and all damage to WMAT resources caused during the TOUR, including all damage to land and personal property.

7. **INDEMNIFICATION**

PILOT agrees to indemnify and hold the WMAT, its employees and WORD free and harmless from and against all liabilities, losses, claims, liens, demands and causes of action of every kind and character occurring or in anyway incident to, or arising out of, the negligence, omission or other fault of PILOT, its employees, subcontractors, agents and assigns pursuant to its activities under this Agreement. Such indemnity shall include not only any ultimate judgment, but any and all expenses, including reasonable attorneys' fees, incurred by the indemnified party in conjunction with any threatened or actual proceeding or legal proceeding resulting from the negligent act or omission or other fault of the indemnifying party.

8. **CLEAN-UP**

PILOT shall leave all areas within the Premises which are used and disturbed during the term of this Agreement in a clean condition and shall restore, to the WMAT's satisfaction, any areas it may disturb to their natural condition as they existed immediately prior to the effective date of this Agreement. PILOT shall provide WMAT with a clean-up bond for the cost to restore all resources used or disturbed in any manner during the term of this Agreement. The bond must be written by a surety company with a Best "A" rating or higher and which is authorized to do business in the state of Arizona and which appears on the Treasury Department's most current list (Circular 570 as amended) and is qualified to write bonds for the amount set forth herein. The bond must be made on the forms provided and must be accompanied by a power of attorney issued by the surety which verifies that the signature on the bond is authorized to bind the surety. The bond must be in an amount no less than \$10,000.

9. **ASSUMPTION OF RISK**

By granting the permission and privileges under this Agreement the WMAT makes no representations as to the suitability or safety for the premises used pursuant to this Agreement, nor does it verify PILOT's compliance with applicable laws and regulations.

10. **MISCELLANEOUS**

PILOT consents to the jurisdiction of the White Mountain Apache Tribal Court as the forum for the resolution of all disputes which may arise from this Agreement.

Agreed to this 13th day of August, 1999 (Effective Date), in Whiteriver, Arizona.



White Mountain Apache Tribe
Dallas Massey, Sr.
Tribal Chairman



White Mountain Apache Tribe
Wildlife and Outdoor Recreation
Division
Jon Cooley, Director

By:
Authority:
Pilot Film & Television Productions, LTD.