

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered, on the date countersigned by the City Controller (“Effective Date”), by and between the **CITY OF HOUSTON, TEXAS** (the “City” or “Licensor”), a home rule city of the State of Texas principally situated in Harris County, on behalf of its HTV Houston Television, and _____ (the “Licensee”), each individually, a “Party,” and collectively, the “Parties.”

In consideration of the foregoing, the mutual promises, and covenants in this Agreement, the receipt, and sufficiency of which are hereby acknowledged, the Parties further agree to the following terms:

ARTICLE 1. DEFINITIONS

- 1.1. In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural. The word “shall” is always mandatory and not merely permissive.
- 1.2. "Content" means all content available for license from the City archive footage, including images and videos.
- 1.3. "Image(s)" means still photographs, vectors, drawings, graphics, and the like.
- 1.4. "Video" means any moving images, animations, films, videos or other audio/visual representations, video elements, visual effects elements, templates, graphics packs, and motion design projects excluding still images, recorded in any format.
- 1.5. “Program” means any production, in-person or audio/visual representations, including but not limited to, films, animations, videos, galas, award ceremonies.
- 1.6. “Related Productions” means best of’s, compilations, clip shows, talk shows, reunions, award shows, etc.
- 1.7. “Program Materials” means material relating to the Program and Related Productions.

ARTICLE 2. LICENSE TERMS

- 2.1. Subject to the terms in this Agreement, City grants to Licensee a non-exclusive, non-transferable and non-sublicensable license to publicly display, modify, and otherwise use content for (*media purpose*) according to the intended purpose written in this Agreement.
- 2.2. City is, will be, and shall remain at all times the owner of all City’s intellectual property (“City’s IP”), including but not limited to any content, mark, seal, logo, or other similar items. Producer expressly acknowledges that City has and retains all right, title, or other ownership in City’s IP, and Producer shall not possess or assert any lien or other right against City’s IP. Notwithstanding the foregoing, City grants Producer the rights specified in this Article 2.
- 2.3. *Grant of Rights to Use Licensed Material.* City grants to the Producer and its successors, licensees and assigns, the full and complete right to use the content in and in connection with (1) the Program and any related production (including but not limited to best of’s, compilations, clip shows, talk shows, reunions, award shows, etc.) (“Related Productions”); (2) in-context clips of the Program

and Related Productions in any other production; and (3) advertisements, promotions, publicity and other material relating to the Program and Related Productions as described in items (1) and (2) (collectively "Program Materials"). Notwithstanding the foregoing, the rights granted by the City to Producer do not include the use of any City marks, including but not limited to City seals, marks, logos, or other similar items.

- 2.4. The rights granted in this Agreement shall extend to and include Producer's use of the Licensed Material pursuant to Section 2.1 and this Agreement in any and all manner and media whatsoever, whether now known or later devised, throughout the universe in perpetuity, free and clear of any and all claims for royalties, residuals, or compensation.
- 2.5. All goodwill arising from Producer's use of the City's name or Licensed Material shall inure solely to the benefit of the City. Producer shall not take any action that would reasonably tend to destroy or diminish the goodwill associated with City's name or Licensed Material during the term of this Agreement or after expiration or termination of this Agreement.
- 2.6. Producer shall have the sole right to determine the manner in which the Licensed Material shall be used pursuant to this Agreement, and Producer is not obligated to use the Licensed Material as part of the Program or otherwise or to exhibit or exploit the Program. Notwithstanding the foregoing, Producer shall not portray the City or Licensed Material in a negative, disparaging or derogatory way or in a manner that constitutes actionable defamation.

3. SCREEN CREDITS AND USE OF CITY'S NAME

- 3.1. Producer shall provide City with a courtesy credit reasonably satisfactory to the Director of HTV Houston Television or his or her designee ("HTV Director") in the end credits of the Program.
- 3.2. Producer shall not use City's or Location's name or other identifying information in the Program and Program Materials without City's prior written approval in each instance. Notwithstanding the foregoing, Producer shall not use of any City marks, including but not limited to City seals, marks, logos, or other similar items at any time.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. City represents that, to the best of its knowledge: (1) the City is the sole owner and holder of the rights granted in this Agreement; (2) the City is authorized to enter into and execute this Agreement, and (3) the consent of no other person or entity is required to enable Producer to use the Licensed Material as described in this Agreement, and that such use will not violate the rights of any third parties.
- 4.2. Producer represents and warrants that: (i) it has the full right, power, and authority to enter into and perform its obligations under this Agreement; (ii) Program description as described in this Agreement is accurate; (iii) the Program is not and shall not be derogatory to the City, Location, or any customer, employee, or director of City; (iv) the Program is not and shall not be defamatory, obscene, or pornographic, depict anyone in a false light or deceptive context, infringe any trademark, other intellectual property, or any other right, and shall not be otherwise unlawful or injurious, and does not and will not advocate unlawful activities; and (v) the Program does not suggest or imply City's sponsorship or endorsement of or by, or association with, any third party, product, or service.

- 4.3. Producer shall obtain from all persons and entities who provide services for or participate in, or are or whose trademark, copyright, or other property is identified, depicted, used, or otherwise referred to in, the Program, such written and signed licenses, permissions, waivers, releases, and consents (“Permissions”), including those relating to publicity, privacy, and any intellectual property rights, as are, or reasonably may be expected to be, necessary for Producer to exploit the Program, including from any employees of City. Producer also shall obtain any required Permissions from any applicable union or guild and shall pay all required fees and other payments, including for use of music in the Program.

5. INDEMNIFICATION

5.1. RECORDING AND PROGRAM

PRODUCER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE “CITY”) HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) ARISING OUT OF OR IN CONNECTION WITH ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING CONCERNING OR RELATING TO: (I) THE PRODUCTION, DISTRIBUTION, EXHIBITION, PROMOTION, OR OTHER EXPLOITATION OF THE PROGRAM AND PROGRAM MATERIALS.

6. MISCELLANEOUS

- 6.1. *Notice.* All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set forth below or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

City:

Director
HTV Houston Television
Office of the Mayor
901 Bagby, 1st Floor
Houston, Texas 77002

Licensee:

- 6.2. *Governing Law and Venue.* This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.
- 6.3. *Entire Agreement.* This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions,

covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

- 6.4. *Written Amendment.* Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City and Licensee. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.
- 6.5. *Severability.* If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.
- 6.6. *Survival.* Licensee shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

7. SIGNATURES

The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

HTV HOUSTON TELEVISION

By: _____

Name: _____

Title: Director

(LICENSEE)

By: _____

Name: _____

Title: _____

CITY OF HOUSTON, TEXAS

Signed by:

Mayor

ATTEST/SEAL:

City Secretary

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

APPROVED AS TO FORM:

Sr. Assistant City Attorney

L.D. File No. _____