

**LICENSE CONTRACT**

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ (“Licensor”), and **Custer County Colorado Tourism Board** (“Licensee”), with respect to the use of a certain image created by Licensor (the “Image”) for manufactured products (the “Licensed Products”).

**RECITALS**

WHEREAS, Licensor has created the Image and wishes to license the Image to Licensee; and  
WHEREAS, Licensee wishes to use Image to create stickers, bumper stickers and other promotional items for distribution to Custer County, Colorado residents, tourists and visitors; and  
WHEREAS, Licensor considers use of Image by Licensee to be a benefit to community;  
NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

Grant of Rights. Licensor grants to Licensee the limited, non-exclusive right to use Image, titled “\_\_\_\_\_,” which is owned and created by Licensor, in perpetuity for promotional, marketing, advertising, and educational purposes only.

Ownership of Copyright. Licensor represents and warrants that Licensor is the owner of the copyright to the Image. Licensor shall retain all copyrights in and to the Image.

License Fee. Licensee shall pay a one-time fee of \$\_\_\_\_\_ for the License.

Assignment. Neither party shall assign the rights or obligations under this Agreement.

Nature of Contract. Nothing herein shall be construed to constitute the parties to be joint venturers, nor shall any similar relationship be deemed to exist between them.

Governing Law and Severability. This Agreement shall be construed in accordance with the laws of the State of Colorado. If any part of this agreement is deemed invalid, it does not invalidate the other parts.

Modifications in Writing. This Agreement constitutes the entire agreement between the parties and shall not be modified, amended, or changed in any way except by a written agreement signed by both parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

LICENSOR:

LICENSEE:

\_\_\_\_\_

\_\_\_\_\_

Custer County Tourism Board  
Debbie Adams, Chair