

Celebrate!250 License Agreement

This License Agreement, hereinafter referred to as the “**Agreement**” is made effective as of _____, hereinafter referred to as the “**Effective Date**,” between **Mount Desert Island Historical Society (MDIHS) doing business as Celebrate!250 Steering Committee**, hereinafter referred to as “**Licensor**,” and _____, hereinafter referred to as “**Licensee**.”

In consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Content of Licensed Materials: Grant of License

The materials that are the subject of this Agreement shall consist of the name “Celebrate!250” and the logo of Celebrate!250, which is attached to this Agreement and incorporated by reference into this Agreement hereinafter referred to as the “Licensed Materials.”

Licensee acknowledges that the trademark and title to the Licensed Materials remain with the Licensor. Licensee shall not have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

II. Delivery/Access of Licensed Materials to Licensee

Licensor will provide the Licensed Materials to the Licensee in the following manner:

File Transfer Copies of the Licensed Materials will be provided to the Licensee through electronic transfer by means of File Transfer Protocol or otherwise.

Physical Media Copies of the Licensed Materials will be provided to the Licensee on physical media, e.g. CD-ROM, upon request.

III. Term

This Agreement shall continue in effect from the Effective Date until January 31, 2012.

IV. Authorized Use of Licensed Materials

Authorized Users “Authorized Users” are persons affiliated with the Licensee, e.g. employees and volunteers.

Authorized Uses

The Licensed Materials may be used for educational purposes, special events, and commercial activities as follows:

- Display Licensee and Authorized Users shall have the right to display the Licensed Materials through electronic means as well as printed materials.
- Publicity Licensee and Authorized Users shall have the right to publicize events, sales, etc. using the Licensed Materials in print and broadcast media.
- Print Copies Licensee and Authorized Users may print copies of the Licensed Materials for distribution as part of their non-profit or commercial activities.
- Electronic Links Licensee may provide electronic links to the Licensed Materials from Licensee's web pages and is encouraged to do so in ways that will increase the visibility of the Licensed Materials and an understanding of the significance of such materials.

V Specific Restrictions on Use of Licensed Materials

Unauthorized Use Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials Licensee shall not modify or create a derivative work of the Licensed Materials without prior written consent of Licensor.

Removal of Trademark Notice Licensee shall not remove, obscure, or modify any copyright notices included in the Licensed Materials.

Commercial Purposes Other than specifically permitted in this Agreement, e.g. publicity for commercial activities, Licensee may only use the Licensed Materials for commercial purposes pursuant to a separate royalty agreement which must be negotiated with the licensor.

Inappropriate Use Licensee and Authorized Users shall not use the Licensed Materials in a manner that would be considered offensive to any group of people. This would include, but not be limited to the following areas: racially offensive, sexually explicit, denigrating to any racial, religious, or minority group, offensive to gays, lesbians, transsexuals, or promoting a particular political agenda. If the Licensee has a question or concern regarding a particular use, (s)he should bring the proposed use to the attention of the Licensor.

VI Licensor Performance Obligations

Availability of Licensed Materials Within 30 days of Effective Date, Licensor shall make the Licensed Materials available to the Licensee.

Notification of Modifications of Licensed Materials Licensee understands that from time to time the Licensed Materials may be added to or modified by Licensor who shall give prompt notice of any such changes to Licensee.

VII Licensee Performance Obligations

Provision of Notice of License Terms to Authorized Users Licensee shall provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Protection from Unauthorized Use Licensee shall protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by the Licensee or an Authorized User, Licensor may terminate such Authorized User's access to the Licensed Materials and, when considered necessary by the Licensor, in its sole discretion, it may terminate this Agreement. However, Licensor shall not terminate this Agreement under this provision without first providing reasonable notice to Licensee and cooperating with Licensee in addressing the unauthorized use and avoiding any recurrence.

VIII Limitation on Warranties

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive, or consequential damages, including but not limited to business interruption or loss of profits, arising out of the use or inability to use the Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of the Licensed Materials, including but not limited to errors or omissions contained therein, libel, or trademark rights.

The Licensed Materials are provided on an "as is" basis and Licensor disclaims any and all warranties, conditions, or representations (express, implied, oral, or written) relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance merchantability, or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by transmission of a computer virus, worm, time bomb, or other computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

IX Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

X Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Maine.

XI Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

XII Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XIII Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR

By: _____ Date: _____
Signature of authorized representative

Print Name: Timothy Garrity

Title: MDI Historical Society Executive Director

Address: P.O. Box 653, Mount Desert, Maine 04660

Phone Number: 207-276-9323

E-Mail: mdihistory@gmail.com or info@celebrate250.net

LICENSEE:

By: _____ Date: _____
Signature of authorized representative

Print name: _____

Title: _____

Address: _____

Phone number: _____

E-Mail: _____

Celebrate!250 Logo:

