



LICENSE AGREEMENT FOR USE & DISTRIBUTION OF CREATIVE PROPERTY

1. The Licensor hereby grants to Athabasca County and/or Travel Alberta a non-exclusive, perpetual, worldwide, royalty-free license to use, publish, modify and distribute for purposes of promotion of Athabasca County and/or Travel Alberta the creative assets (herein known as the "Creative Works") including, but not limited to photographs, video, illustrations, written copy, maps, and templates as described in clause (9) below. The Licensor warrants that it has the necessary rights, title and interest to grant the rights set forth in this Agreement. The Licensor warrants that all Creative Works delivered to Athabasca County in connection with this License will be original work.
2. Subject to clause (3), the Licensor warrants that the Creative Works shall be free and clear of any claim, right or encumbrance that would interfere with the licensing under clauses (1) and (4) and that the use of the Creative Works in any fashion by Athabasca County and/or Travel Alberta, its partners, agents, assigns or licensees shall not violate any copyright, moral right, right of privacy or right of publicity, or infringe or misappropriate any rights of the Licensor or any third party.
3. If execution of a document of assignment is required with respect to any particular aspect of the Creative Works, the Licensor shall execute, and cause all individuals who are involved in creating the Creative Works to execute, such documents as may be necessary in order that the Creative Works may be fully and effectively licensed to Athabasca County and/or Travel Alberta without any further consideration.
4. Without limiting the generality of clause (1), at its sole discretion, Athabasca County and/or Travel Alberta shall have the right to make or cause to make use, access, load, download, store, install, copy, publish, distribute, communicate, exhibit, produce, reproduce, print, broadcast, display, sub-license and/or assign (hereinafter to "use" or "make use") the Creative Works throughout the world for any and all promotional, educational, marketing, public relations and/or editorial purposes. Athabasca County and/or Travel Alberta may sublicense its rights under this License at its sole discretion. Athabasca County and/or Travel Alberta also has the right to translate, excerpt and adapt the Creative Works as it deems appropriate in its sole discretion and Licensor waives any and all moral rights that it may have in the Creative Works. All rights granted herein are applicable in any and all media, including but not limited to print, electronic, digital media, internet, whether known or hereafter created. Athabasca County and/or Travel Alberta shall exercise its reasonable efforts to include credit when using the Creative Works, provided that the details are included below by the Licensor. However, under no circumstance shall a failure to include credit by Athabasca County and/or Travel Alberta or its sub licensees constitute a breach of this Agreement and the Licensor agrees that it will not seek damages from Athabasca County and/or Travel Alberta or its sub licensees in that regard.
5. The Licensor shall at all times indemnify and hold harmless Athabasca County and/or Travel Alberta, its directors, officers, agents, employees and any others for whom it may be responsible in law, from and against all losses, claims, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted, resulting from or arising out of, attributable to or in any way connected with this Agreement and whether or not caused by the Licensor's negligence, including without limitation any actions brought by third parties alleging infringement or misappropriation of intellectual property rights, except to the extent to which such loss or damage has arisen out of Athabasca County's and/or Travel Alberta's negligence.
6. The liability of the Licensor to indemnify or reimburse Athabasca County under this Agreement shall not affect or prejudice Athabasca County in the exercise of any other rights available to the Athabasca County at law or in equity.
7. The Licensor shall comply with all legislation directly or indirectly applicable to the performance of its obligations under this Agreement. The Licensor agrees that all matters relating to this License and Agreement shall be interpreted in accordance with the laws applicable in Alberta and the parties agree to irrevocably attorn to the jurisdiction of the courts of Alberta and the federal laws of Canada applicable therein, without reference to its conflict of laws provisions.

8. This Agreement shall ensure to the benefit of, and be binding upon, the successors and assigns of Athabasca County and the Licensor respectively.

9. Description of the Creative Works:

Credit to accompany the Creative Works:

The Licensor, intending to be legally bound and for valid consideration given and received has required its duly authorized signatory to execute this Agreement below:

Company ("Licensor") Information

Name: _____

Address: _____

Licensor Signature

Date

Authorizing Information (Athabasca County)

Name: _____

Athabasca County Representative Signature

Date

