

OREGON-CALIFORNIA TRAILS ASSOCIATION USE AGREEMENT

This Use Agreement (the "Agreement") is made as of the date of execution set forth below by and between the Association and the Requestor.

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Basic Information: For purposes of this Agreement, the following terms shall have the following meanings:
 - (a) Requestor:
 - (b) Publication/Footage/Photo:
 - (c) Approved Use:
 - (d) Fee:

CREDIT: OREGON-CALIFORNIA TRAILS ASSOCIATION, INDEPENDENCE, MISSOURI, USA

2. Use: The Association hereby grants to Requestor a non-exclusive right to use the Publication and/or Non-Published Material and/or Footage and/or Photograph for the Approved Use only upon the terms and conditions set forth in this Agreement. Any other reproduction, use or alteration of the Publication and/or Non-Published Material and/or Footage and/or Photograph requires the prior written approval of the Association. The Publication and/or Non-Published Material and/or Footage and/or Photograph may be furnished to the Requestor in nearly any desired format.

3. Fee: In consideration of the non-exclusive right granted herein, the Requestor shall pay to the Association all fees associated with this Agreement.

4. No Alteration; The Requestor hereby represents and warrants to the Association that the Publication and/or Non-Published Material and/or Footage and/or Photograph shall be used exactly as furnished by the Association without alteration, additions, subtractions or manipulations by use of computer or other electronic means or any other method unless approved in writing by the Association prior to such alteration, additions, subtractions or manipulations.

5. Agreement to Indemnify the Association: The Requestor agrees to indemnify, defend and hold the Association, its affiliates, officers and agents harmless from and against all claims, liabilities, damages, costs and expenses (including, without limitation, attorney's fees) arising out of or in connection with (a) the use of the Publication and/or Non-Published Material and/or Footage and/or Photograph by Requestor, including but not limited to any unauthorized use of the Publication and/or Non-Published Material and/or Footage and/or Photograph and any unauthorized use or infringement of any trademark, copyright or any other intellectual property right in connection with the Publication and/or Non-Published Material and/or Footage and/or Photograph, (b) any loss of or damage or alteration to the Publication and/or Non-Published Material and/or Footage and/or Photograph, (c) any material breach of this Agreement, (d) false advertising, fraud, misrepresentation or other claims to the Publication and/or Non-Published Material and/or Footage and/or Photograph, (e) libel or slander, or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party, including but not limited to the unauthorized use of the name or image of any party for trade purposes, or (f) agreements or alleged agreements made or entered into by Requestor related to this Agreement.

6. Enforcement of Agreement: The Requestor agrees to pay for the Association's costs and expenses (including, without limitation, reasonable attorney's fees and costs) incurred in connection with the enforcement of this Agreement.

7. Property of the Association Disclaimer: The Requestor understands and acknowledges that the Publication and/or Non-Published Material and/or Footage and/or Photograph are the property of the Association. The Requestor understands and acknowledges that the Association does not make any express or implied representations or warranties with respect to the copyright status of or the rights of any third parties to the Publication and/or Non-Published Material and/or Footage and/or Photograph, and the Association expressly disclaims any such responsibilities or warranty. All rights not expressly granted are reserved for the Association.

8. THIS AGREEMENT DOES NOT GRANT ANY RIGHTS OR LICENSE TO THE REQUESTOR WITH RESPECT TO THE NAMES OR LIKENESSES, IMAGES, TRADEMARKS, COPYRIGHTS OR ANY OTHER PROPRIETARY RIGHTS, INCLUDING RIGHTS OF PRIVACY OR PUBLICITY (INCLUDING THE RIGHTS TO USE ANY NAMES OF PERSONS OR ENTITIES). THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH RIGHTS. THE REQUESTOR REPRESENTS AND WARRANTS THAT (S)HE HAS OBTAINED OR WILL OBTAIN ALL NECESSARY RELEASES FROM ALL SUCH INDIVIDUALS OR ENTITIES PRIOR TO USING THE PUBLICATION AND/OR FOOTAGE AND/OR PHOTOGRAPH. THE REQUESTOR USES THE PUBLICATION AND/OR FOOTAGE AND/OR PHOTOGRAPH AT HIS/HER OWN RISK.

9. Accuracy of Information: The Requestor hereby represents and warrants to the Association that the information submitted in connection with this Agreement is true and accurate and made to induce the Association to enter into this Agreement.

10. No Assignment: Requestor shall not be entitled to assign or otherwise transfer its rights under this Agreement without the prior written consent of the Association, which the Association shall be entitled to withhold in its sole and exclusive discretion. The Requestor shall remain liable to perform its obligations under this Agreement notwithstanding any assignment that may be approved by the Association as provided herein.

11. Miscellaneous:

(a) Failure of any party to this Agreement to insist upon the strict performance of any provision of this Agreement or to exercise any option or right herein contained will not be construed as a waiver for the future of any such provision, right or option. No provision of this Agreement will be deemed to be waived unless such waiver is in writing, and signed by the parties making such a waiver.

(b) This Agreement sets forth the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and no change or modification will be valid unless made in writing and signed by the party against whom such provision is being enforced. Each of the parties hereto agrees that in the event of any conflict between the terms of this Agreement and any other documents relating to the subject matter hereof, the terms of this Agreement will control.

(c) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, United States of America.

(e) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed original, but such counterparts together will constitute one and the same instrument.

(f) If any portion of this Agreement will, to any extent, be invalid or unenforceable, the remainder of this Agreement will not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as sealed instruments as of the date written below:

OREGON-CALIFORNIA TRAILS ASSOCIATION:

Name & Title (print & sign)

Date:

REQUESTOR

Name & Title (print & sign)

Company/Individual Address:

Date: