**CONTENT, PHOTO, AND FILM LICENSE AGREEMENT**

This agreement (**“Agreement”**) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the **“Effective Date”**) by and between the Marshall Communications **(“Company”)** on behalf of the Maine Office of Tourism (**“Office of Tourism”**), with a principal place of business located in Augusta, Maine and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an (**“Licensor”** name) individual/corporation with a principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**“Licensor” address**).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **ENGAGEMENT**. Company hereby engages Licensor from the date of execution of this Agreement through and including the date(s) of performance (“the Term”) for the limited purpose of promoting the Maine Office of Tourism and associated Maine brands and brand content, through Licensor’s social media outlets.

During the Term, Licensor agrees to be engaged for the purpose of promoting the brand content and Company hereby contracts with Licensor on a non-exclusive, non-employee basis to endorse and promote the Office of Tourism, Maine businesses, organizations and attractions to the licensor’s audience.

1. **DATE OF PERFORMANCE**. Parties agree that the Content will be disseminated on Licensor’s social media accounts \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Date(s) of Performance”). This dissemination on the specified date(s) will constitute the date(s) of performance and upon performance of the promotion of the Content and fulfillment of the terms, and upon payment of compensation by Company as outlined below, this Agreement shall terminate and Licensor’s rights to use the brand name as described within this Agreement shall terminate as well.
2. **DELIVERABLES.** For the purposes of this Agreement, the term “Deliverables” shall mean the still photography, content, motion pictures, and/or videotape(s) identified as:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. **GRANT OF RIGHTS**. Licensor hereby grants to the Office of Tourism a non-exclusive, fully paid-up license to use, reproduce, adapt, reformat, and digitize the Deliverables in all media for advertising, promotions, publicity, public relations, online, and any and all other lawful purposes, without any territorial, time restrictions.

5. **NO RIGHT OF INSPECTION, APPROVAL OR EDITORIAL CONTROL**. Licensor agrees that the Office of Tourism shall have sole discretion to use the Deliverables pursuant to this Agreement and that Licensor shall have no right to inspect, approve, or exercise editorial control over the Office of Tourism’s use of the Deliverables.

6. **REPRESENTATION AND WARRANTIES**. Licensor represents and warrants (i) that Licensor has every legal right to grant the rights granted herein, (ii) that there are and will be no agreements or understandings which will prevent Licensor from doing so, and (iii) that the rights and privileges granted will not infringe upon the rights of any third party.

7. **THIRD PARTY LICENSES AND CONSENTS.** Licensor shall, at its sole expense, deliver valid written permissions for any third party copyrighted material contained within the Deliverables.

8.  **FEE**. In consideration of the rights granted herein, the Company shall pay Licensor the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Payment can be made by check to the address given by Licensor. Payments will be due forty-five days after the agreed invoice date.

9. **INDEMNIFICATION**. Licensor agrees to indemnify and hold harmless the Company and the Office of Tourism and its respective directors, agents, licensees, employees, successors and assigns, from and against all claims, liability, loss or expense, including reasonable attorneys' fees, which may result from performing the duties of this Agreement and/or the use of the Deliverables. The Company and the Office of Tourism agrees to notify Licensor promptly of any such claim, suit, or proceeding and shall assist Licensor, at Licensor’s expense, in defending any such claim, suit or proceeding.

10. **MATERIAL DISCLOSURES AND COMPLIANCE WITH FTC GUIDELINES**. When publishing posts/statuses about products or services, Licensor must clearly disclose his/her “material connection” with the Office of Tourism, including the fact that licensor was given any consideration, was provided with certain experiences or is being paid for a particular service. The above disclosure should be clear and prominent and made in close proximity to any statements that Licensor makes about the Office of Tourism or products or services while posting on Office of Tourism’s behalf. Please note that this disclosure is required regardless of any space limitations of the medium (e.g. Twitter), where the disclosure can be made via Hashtags, e.g. #sponsored. Licensor’s statements should always reflect Licensor’s honest and truthful opinions and actual experiences. Licensor should only make factual statements about Office of Tourism and products which Licensor knows for certain are true and can be verified.

 In performance of this agreement, the Licensor is also responsible for appropriate content that excludes foul language, bigotry, political statements or discrimination of any kind.

11. **FORCE MAJEURE**. If either party is unable to perform any of its obligations by reason of fire or other casualty, strike, act or order of public authority, act of God, or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.

12. **INDEPENDENT CONTRACTOR**. Licensor is retained as an independent contractor of Company. Licensor acknowledges and agrees that (i) Licensor is solely responsible for the manner and form by which Licensor performs under this Agreement, and (ii) Licensor is a self-employed individual, who performs services similar to the services for various entities and individuals other than Company. Licensor is responsible for the withholding and payment of all taxes and other assessments arising out of Licensor’s performance of services, and neither Licensor nor any of Licensor’s employees or independent clients shall be entitled to participate in any employee benefit plans of Company.

13. **REPRESENTATIONS AND WARRANTIES**. Parties represent and warrant to each other that each is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between any third party.

10. **GENERAL PROVISIONS**. This Agreement shall be governed and construed in accordance with the laws of the State of Maine without regard to its conflict of laws and provisions. This Agreement contains the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral. Unless in writing and signed by the parties, no modification, course of conduct, amendment, failure to enforce any term, or require performance shall be binding or construed as a waiver. This Agreement may not be modified except by written instrument signed by both parties.

MARSHALL COMMUNICATIONS ON BEHALF OF THE MAINE OFFICE OF TOURISM

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LICENSOR

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_