

## MEDIA LICENSING AGREEMENT

This Media Licensing Agreement (hereinafter referred to as the Agreement) is entered into by and between \_\_\_\_\_, with a mailing address of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the Vendor) and Nevada Division of Tourism/*Nevada Magazine & Visitor Guide*, with a mailing address of 401 N. Carson Street, Carson City, NV 89701 (hereinafter referred to as Travel Nevada), collectively referred to as the Parties, both of whom agree to be bound by this Agreement.

**1. License.** The Vendor hereby grants Travel Nevada license to use the following work (hereinafter referred to as the Media):

\_\_\_\_\_

Travel Nevada may use this media, in whole or in part, without restriction for any purpose including (but not limited to) calendars, advertisements, periodicals, online video and television broadcasts, digital domains and formats, including social media.

**2. Ownership of Media.** Media must be the original work of the Vendor and Vendor must be the sole owner of the copyright of Media. Travel Nevada agrees that, subject to the rights and license granted herein, the Vendor is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Media and any copies of the Media. The Vendor reserves all Media rights and licenses not expressly granted in this Agreement.

**3. Fee.** Travel Nevada shall pay a fee in the amount of \_\_\_\_\_ in consideration for the rights and licenses granted herein.

**4. Restrictions on Use.** Travel Nevada will not use the Media for any of the following purposes:

- a. **No Unlawful Use.** Travel Nevada will not use the Media in any unlawful manner, such as pornography or defamation.
- b. **No Use in Trademark or Logo.** Travel Nevada will not use the Media in any trademark design, logo, or other mark.
- c. **No Sublicenses.** Travel Nevada will not sublicense the Media without the prior written permission of the Vendor.

**5. Photo Notice and Markings.** Travel Nevada will include a photo credit or copyright notice in the name of the Vendor with all Media whenever reasonably possible.

**6. Entire Agreement.** This Agreement represents and constitutes the entire agreement between the Parties, and supersedes and merges all prior negotiations, agreements, and understandings, written or oral, with respect to any and all matters between the Parties.

**7. Governing Law.** The Parties agree that this Agreement shall be governed by the laws of Nevada.