

LICENSE AGREEMENT

This Agreement is entered into as of the __ day of _____, 20__, by and between the NATIONAL INTERCOLLEGIATE RODEO ASSOCIATION, hereinafter referred to simply as the NIRA, 2033 Walla Walla Ave., Walla Walla, Washington, and _____, a _____ [corporation/partnership/LLC], whose address is _____, hereinafter referred to as the "Licensee," and is approved by _____, hereinafter referred to as the Regional Rodeo.

RECITALS

WHEREAS, the NIRA By-Laws grant to the NIRA, as a condition of membership, all right, title and interest in and to the names, images, photographs, likenesses, logos, voices, and other sounds and sound effects of all individual and school members, coaches, contractors, livestock, and other participants at all NIRA events, and to use, sell, telecast, broadcast, or otherwise distribute, exhibit or reproduce the same, either directly or indirectly, by any means and in any form; and

WHEREAS, the NIRA owns all right, title and interest in and to the NIRA trademarks, service marks, logos, and other intellectual properties listed and/or described on the attached Exhibit A; and

WHEREAS, the Licensee wishes to telecast all or parts of the _____ Regional Rodeo, an NIRA event, for the limited uses and purposes set forth below;

NOW, THEREFORE, the parties agree as follows:

- 1. License to televise NIRA Regional Rodeo. Upon execution of this Agreement, the NIRA grants to Licensee the right to televise as part of [describe the programming and network for which the performances are to be used] _____, the following performances of the _____ NIRA Regional Rodeo: [List dates and times of performances]

The NIRA also grants to the Licensee the right to use the NIRA trademarks, service marks, logos, and other intellectual properties listed and/or described on the attached Exhibit A in connection with the telecasts, advertising, marketing and promotion of the telecasts.

In consideration for the License granted by this Agreement, Licensee shall pay to _____ \$ _____, upon execution of this Agreement.

2. Limitations of license. The license granted herein shall be limited to recording and telecasting the rodeo performances listed above, in whole or in part, and the promotion of the telecasts, during the term of this Agreement on television in the United States of America and in Canada. Licensee understands and agrees that the recording may not be used in any other manner or for any other purpose without the prior written consent of the NIRA.

3. Term. The term of this Agreement, and the license granted herein, shall commence at midnight on _____, and shall automatically expire at midnight on _____.

4. Warranties and Representations of Licensee. Licensee represents and warrants that it has procured, at its sole expense, and shall maintain in force and effect during the term of the license granted hereunder, liability insurance coverage issued by a licensed and reputable insurance carrier of at least \$1,000,000.00 per occurrence insuring Licensee and the NIRA from liability arising out of the actions of Licensee, its officers, agents and employees, in connection with any activities, including errors or omissions, in furtherance of this Agreement. Licensee shall provide a copy of such policy or policies of insurance to the NIRA promptly upon request of the NIRA. Licensee also represents and warrants that it is not relying upon the NIRA for any consents, waivers, or releases other than those granted to the NIRA as a condition of membership to the NIRA, as described below, and that, to the extent Licensee deems it prudent or necessary, it will obtain any other releases, consents, waivers, or other agreements as may be required to use the images, names, voices, logos, sounds, etc. of any other persons, livestock, or entities.

5. Warranties and Representations of NIRA. The NIRA warrants and represents that it has the right to enter into this Agreement and that its By-Laws grant to the NIRA, as a condition of membership, all right, title and interest in and to the names, images, photographs, likenesses, logos, voices, and other sounds and sound effects of all individual and school members, coaches, contractors, livestock, and other participants at all NIRA events, and to use, sell, telecast, broadcast, or otherwise distribute, exhibit or reproduce the same, either directly or indirectly, by any means and in any form. Licensee understands that the NIRA has not obtained any separate or additional consents, releases, or waivers for the use of names, images, etc.

6. Indemnification by Licensee. Licensee shall defend, indemnify, and hold the NIRA harmless from any liability and costs, including reasonable attorneys' fees, arising out of the telecasts, production, and other activities conducted by Licensee, its officers, agents, and employees, in furtherance of this Agreement, including but not limited to claims arising out of the use of the image, name, voice, sounds, etc. of any person, livestock, or entity other than members of the NIRA.

7. Suitability of telecast material. Licensee shall use reasonable care to insure that the telecasts will not include material that is not suitable for general audiences and will not include material that would be detrimental to the public image, reputation, or well-being of college rodeo or the sport of rodeo, the NIRA, or NIRA members. Licensee shall devote reasonable resources, equipment, and expertise to produce a product of a quality consistent with that of telecasts of comparable events.

8. NIRA sponsors. Licensee shall not utilize any sponsor in connection with the telecasts described above that would create a conflict with the NIRA's obligations to its national sponsors. A list of the NIRA's national sponsors, together with a brief summary of the NIRA's obligations to those sponsors, as of the date of execution of this Agreement, is attached hereto as Exhibit B. The NIRA shall have the right to up-date Exhibit B during the term of this Agreement upon reasonable notice to Licensee, provided that any agreement between Licensee and a sponsor made before notice of the up-date shall not be affected by the up-date.

9. Copy of telecast material to the NIRA. Licensee shall provide a copy of the material telecast, in DVD or other format acceptable to the NIRA, to the NIRA, Attn: Sarah Neely, 2033 Walla Walla Ave., Walla Walla, WA 99362.

10. Remedies in event of breach. In the event of a breach of this Agreement, the parties shall have available all remedies available at law or in equity, including the remedy of specific performance and the right to injunction. In addition, in the event of any litigation to enforce or construe any provision in this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such litigation, to the extent such an award is determined by the trial judge to be fair and just.

11. Relationship of parties. The parties are independent contractors with respect to one another, and neither shall have any authority to represent or bind the other in any manner or to any extent whatsoever. The NIRA shall retain exclusive control over the events included in the rodeo as well as the ground rules, rodeo rules, and point system for the televised rodeo.

12. Confidentiality. Neither party will discuss the terms of this Agreement with any third party (other than such party's independent contractors and agents), nor will either party issue a press release or make any public announcement, either written or verbal, about this Agreement without obtaining the prior written consent of the other party.

DATED this __ day of _____, 202_.

**NATIONAL INTERCOLLEGIATE
RODEO ASSOCIATION**

LICENSEE

By _____
Commissioner

[Name]

By _____
[Title]

Approved:

[Regional Rodeo]

[Title]

EXHIBIT A

(NIRA Trademarks, Service Marks, Logos and other intellectual property rights)

EXHIBIT B

(NIRA national sponsors / summary of NIRA obligations)