

LICENSING AGREEMENT

This Licensing Agreement (“Agreement”) is made as of the date last signed by a Party (“the Effective Date”) by and between **Alta Community Enrichment Inc.** (“ACE”), a Utah corporation, and the **Town of Alta** (“TOA”), a municipality incorporated in Utah. ACE and TOA are also individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, ACE created and owns an image designed to represent the community of Alta using input from the community and vexillological best practices; and

WHEREAS, TOA desires to adopt the image created by ACE as the Town flag to promote unity and a community identity.

NOW, THEREFORE, in consideration of the covenants and promises set forth in this Agreement, and the mutual benefits derived by the Parties, the Parties agree as follows:

AGREEMENT

The Recitals set forth above are hereby expressly incorporated into and made a part of this AGREEMENT.

1. **PURPOSE.** To license the image (“Image”) owned by ACE to TOA to use as the Town flag. A copy of the image is depicted in Exhibit A to this agreement.
2. **TERMS:**
 - a. ACE represents and warrants that it is the owner of the Image and agrees to license the Image to TOA for use as the Town flag.
 - b. TOA agrees to adopt the Image as the Town flag and shall not alter it beyond that depicted in Exhibit A.
 - c. TOA may use the Image in all ways that are typical for a municipality’s use of a flag, employees and elected officials may use the Image as their background during video conference meetings, and TOA may display the Image on its website and on an informational page about the Town flag.
 - d. All other uses of the Image by TOA must be in partnership with ACE and approved by ACE in writing.
3. **TERM & TERMINATION.** The term of this Agreement will commence on the Effective Date and continue until terminated by either party. Either party will have the right to terminate this Agreement with 30 days written notice.
4. **MISCELLANEOUS:**
 - a. **Modification.** This Agreement will constitute the entire agreement between the

parties hereto, and it may not be amended except in a written document signed by each party.

b. Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated in this Agreement to be unreasonable.

c. Entire Agreement. This Agreement and any attached exhibits or attachments hereto constitute the entire agreement between the Parties and supersedes all other prior writings, communications, and understandings.

d. No Waiver. Any failure of a Party to enforce that Party's rights under any provision of this Agreement shall not be construed or act as a waiver of said Party's right to enforce any of the provisions contained herein.

e. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument. A signature sent by facsimile or via email shall have the same force and effect as an original signature.

5. **No Third-Party Beneficiaries.** This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

6. **Time of Essence.** Time is of the essence of all provisions of this Agreement.

7. **Choice of Law; Jurisdiction; Venue.** This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Salt Lake County, State of Utah shall have exclusive jurisdiction with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity, and the Parties irrevocably submit to the jurisdiction of the courts of the State of Utah. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorneys' fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Alta Community Enrichment, Inc.

Town of Alta

Sara Gibbs, Director

Roger Bourke, Town of Alta Mayor

Date

Date

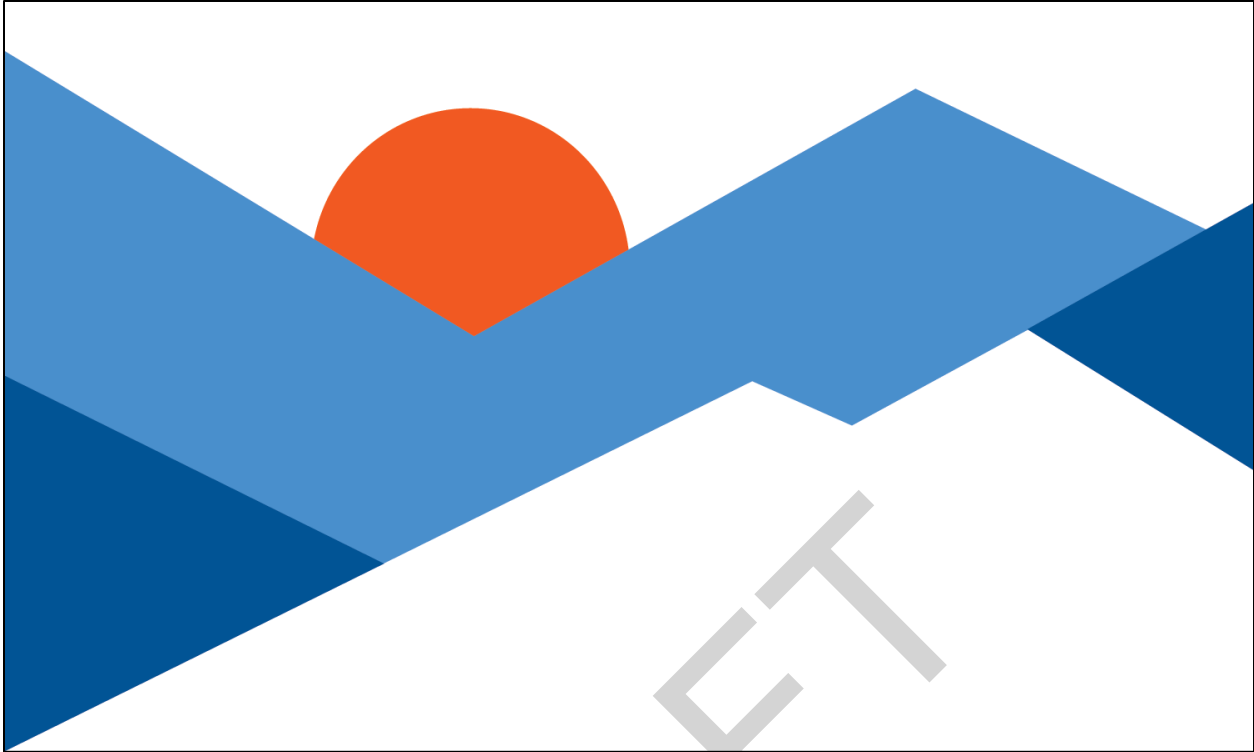
Attest:

Piper Lever, Town of Alta Town Clerk

Date

DRAFT

EXHIBIT A



DRAFT