

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**LICENSE AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION AND THE HISTORIC BLAKELEY
AUTHORITY FOR THE REPRODUCTION OF OIL PAINTING “THE BATTLE
OF FORT BLAKELEY”**

This is a License Agreement, commencing on April 20, 2021, between the Baldwin County Commission (the “Licensor”) and the Historic Blakeley Authority (the “Licensee”) for the reproduction of the oil painting “The Last Stand for Mobile.”

WHEREAS, the Licensor is the creator, owner, and copyright owner of an oil painting work of art entitled “The Last Stand for Mobile” (the Work); and

WHEREAS, Licensee desires to reproduce and sell reproductions of the Work, as further described below; and

WHEREAS, Licensor wishes the Work to be reproduced and sold, as set out in Paragraph 1, below; and

WHEREAS, Licensor is willing to allow the reproduction and use of the Work through this licensing agreement;

NOW, THEREFORE, in consideration of the wishes recited above and of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor and Licensee, the parties agree as follows:

1. License.

a. Licensor grants Licensee a nonexclusive, nontransferable, license to reproduce the Work and to:

- i. Sell any reproductions in the regular course of Licensee’s business, either as a standalone print or as affixed to other souvenir items sold by Licensee;
- ii. Use any reproductions as a public or private display in any building or premises owned, leased, or authorized by Licensee;
- iii. Use any reproductions of the Work in any works published by Licensee or in works published by others on Licensee’s behalf, or in works commissioned or licensed by Licensee;
- iv. In Licensee’s activities described in (i), (ii), and (iii), above, to make copies in any medium, whether print, photographic, film/video, electronic, on-line and

Internet based, computer chip, any computer element, or in any medium now known or introduced in the future.

2. **Acknowledgment.** Licensee acknowledges that Licensor is the lawful owner of the Work and of all attendant intellectual property rights associated with the Work and agrees to take no action inconsistent with Licensor's ownership that would subject Licensor to claims by third parties or potential loss of its ownership, or that would otherwise impair the value of the Work.

3. **License Fee.** Licensee shall pay to Licensor, as a fee for use of the Work as described herein for one year from the date of commencement, the sum of \$100.00, and Licensor acknowledges receipt of this payment.

4. **Request for Accounting and Information.** Licensee shall, within fourteen (14) days of request by Licensor, furnish to Licensor (i) a written accounting of the sales for all products featuring the Work and (ii) an itemization of how Licensee has used the Work unrelated to sales including, without limitation, as a display on Licensee's premises, in publications not for sale, in correspondences, and for events. The accounting will identify any and all products featuring the work, the sale prices for each product, the number of sales of each product, and gross profits for all products featuring the work.

5. **Best efforts.** Licensor and Licensee agree to use their best efforts and cooperate in the performance of this Agreement so that its purposes may be successfully carried out.

6. **Term and Termination.** This Agreement shall commence on April 20, 2021 and shall continue for one calendar year from the date of commencement. Termination of this License shall mean only that Licensee shall have no right, after the end of the one-year period of notice, to make any new copies of the Work. Licensee may continue to use copies of the work already made and in existence pursuant to subparagraphs 1 (a) (i), (ii), (iii), and (iv), above, after the one-year period of this Agreement.

7. **Successors and Assigns.** This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

8. **Notices.** Notices required by this Agreement shall be in writing and shall be delivered by personal delivery, by U.S. mail, by email, or by overnight courier such as Federal Express. A request for the accounting and information as described in Paragraph 4, above, may be given in a writing signed by Licensor or in an email from Licensor's representative.

9. **Governing Law.** This Agreement shall be governed in all respects under the laws of the State of Alabama. For any disputes arising from this Agreement, venue shall be proper in the circuit or district courts of Baldwin County, State of Alabama.

10. **Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by those officers, officials and persons thereunto duly authorized, on the dates and as follows:

Baldwin County Commission

Historic Blakeley Commission

Joe Davis, III., Chairman
Baldwin County Commission

Mike Bunn, Director
Historic Blakeley Authority

Attest:

Wayne Dyess, County Administrator