



Skowhegan Moose Festival
June 8-10, 2018
Skowhegan State Fairgrounds
SkowheganMooseFest.com

By submitting your design (the "Design") to Main Street Skowhegan you express your intention to use the services offered by Main Street Skowhegan (MSS), which include the marketing and advertising of your Design, and the manufacturing, distribution, and sale of your Design on physical products, and you agree to the following terms and conditions (the "Design Submission Terms and Conditions"):

1. The Design is your own original work and does not contain any trademarks, logos, copyrighted material, any other intellectual property belonging to any third party, or content subject to a third party's right of publicity or privacy.
2. The Design does not infringe any rights (including but not limited to copyright) of any third party.
3. This is a legal, binding agreement. You represent and warrant that you have the full right, power and authority to enter into this agreement, agree to the Design Submission Terms and Conditions, and that your agreement to them does not violate any other agreement you have entered into with a third party. If you have entered into an agreement with any third party concerning the Design you must advise MSS immediately by emailing:
info@mainstreetskowhegan.org
4. As between you and MSS, you own and will maintain ownership of the Design. MSS does not and will not own the Design because of your submission of the Design.
5. By submitting the Design, you hereby grant MSS a worldwide, irrevocable, non-exclusive, right and license to use, upload, modify, reproduce, copy, exhibit, create derivative works of, distribute, sell, advertise, and display the Design, in any manner now known or hereafter devised. You waive any "moral rights" you may have in the Design.



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6. You also grant MSS a worldwide, irrevocable, non-exclusive, right and license to use, portray, display and publish your name, appearance, voice, likeness, photographic image, and biographical information, in any and all media now known or hereafter devised.
7. You also understand that MSS is acting as an independent contractor for you, and will market and advertise the Design to the public, and obtain orders from customers for the purchase of products featuring the Design.
8. MSS understands that circumstances may change and recognizes that, on a rare occasion, you may need to request a revocation of one or both of the irrevocable licenses you granted to MSS in paragraphs 5 and 6 above (the "Non-Exclusive License(s)"). On such a rare occasion you can make this request by emailing info@mainstreetskowhegan.org. Your e-mail must have "Request for Revocation" in the subject line, include the title of the Design, and explain the basis for the request. You understand and agree that MSS is not obligated to revoke a Non-Exclusive License and that, if MSS does revoke a Non-Exclusive License, it may do so with certain conditions, for example, advertise and promote the Design, until all inventory is exhausted.
9. MSS also may terminate the Non-Exclusive Licenses by providing written notice to you, at the email address provided by you, of MSS's election to terminate a Non-Exclusive License. Upon such notice, the Non-Exclusive Licenses shall terminate; provided, however, MSS may sell the Design under MSS authorization, may, at their discretion, sell through any items in their possession bearing the Design and advertise and promote the same, until such time as the inventory of such products is exhausted.



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12. On certain limited occasions MSS may include the Design in miscellaneous items such as, without limitation, calendars or books that promote the MSS brand or community.

19. You agree to defend, indemnify and hold harmless MSS, including MSS sublicensees (each an "Indemnified Party") from and against any and all claims, damages, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or relating to an Indemnified Party's use of the Design (including reproducing, distributing, adapting, and displaying the Design) and/or a breach or alleged breach of the Design Submission Terms and Conditions by you.

20. The Design must not disparage any person; it must not be indecent, obscene, hateful, tortious, untruthful, inaccurate, defamatory, slanderous or libelous; it must not promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

21. You acknowledge that MSS may decline to render its services to you in connection with the Design by, for example, deciding not to market or advertise the Design, or taking down the Design from MainStreetSkowhegan.org, and that this can be done for any reason, at any time, and in MSS sole discretion. You agree that the decisions of MSS are final and binding.



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22. MSS may, in its discretion, change these Design Submission Terms and Conditions at any time and such changes shall be effective immediately and incorporated into this Agreement. It is your responsibility to review any changes to the Design Submission Terms and Conditions. No modification of this Agreement shall be binding unless confirmed in writing by MSS.

By submitting your Design, you acknowledge that you have read and agree to these Design Submission Terms and Conditions. Your agreement with MSS is governed by the laws of the State of Maine without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located in Somerset County, Maine in connection with any dispute arising from this agreement.