## Denver Public Library LICENSE AND GENERAL RELEASE OF ALL CLAIMS

address of:	, (hereafter "LICENSOR"), an individual with a mailing
	And an email address of:
	And a telephone number at:

## LICENSOR REPRESENTATIONS AND WARRANTIES

The Licensor, as a material representation upon which the City and County of Denver ("City") relies represents and warrants that the undersigned Licensor is the sole and exclusive owner [OR has obtained full rights and permissions from each and every owner or co-owner] of certain artistic compositions and holder of all of the copyright to the artistic compositions which are described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as "Compositions").

Licensor wishes to make available the artistic Compositions of Licensor to library cardholders in the DPL system (herein after, "Customers").

Licensor, as a material representation upon which the City relies represents and warrants that it has full and unrestricted power and authority to enter provide this License and to grant the City the License to make Compositions available through the DPL website for download and print distribution to DPL Customers as set forth herein.

Licensor, as a material representation upon which the City relies, represents and warrants that it has full and unrestricted power and authority to the name, likenesses, of the Licensor and any and all rights in the Compositions provided by Licensor to the City.

## NOW, THEREFORE THE LICENSOR MAKES THE FOLLOWING LICENSE:

IONA	IND IN CONSIDERATION	Voi Licenson a compositions being	
distributed through	the Denver Public Library	ry ("DPL") to DPL Customers the	
undersigned	/ "	"[ ALTERNATE:	
who is the Licensor]			
whose address is			
on hehalf of undersi	aned and all of Licensor	rs members, designees, employees	:

FOR AND IN CONSIDERATION of Licensor's Compositions being

on behalf of undersigned and all of Licensors members, designees, employees, contractors, licensees, and assignees, including but not limited to

## [your name

as the Licensor ([collectively] the "Licensor") hereby grants to the City for a onetime payment in lieu of royalty of Twenty-Five Dollars (\$25.00) to Licensor within thirty (30) days of execution of this License and provision of Compositions in a format acceptable to DPL, the sufficiency of which is hereby acknowledged] the immediate rights to publish electronically and in print the following license:

(a) a non-exclusive, perpetual right and license to make the Compositions and the name of the Licensor and artists, available The license herein is perpetual, provided that it may be terminated at any time after two (2) years following execution of this License, upon thirty (30) days prior notice by either party.

At all times the License is in effect, as a requirement of this License DPL shall place a credit to the Licensor(s) on a reasonably conspicuous location of the pritned composition.

"Permission for use granted by

(your name) as Licensor. All rights reserved."

Licensor, as a material representation upon which the City relies, represents and warrants that Compositions submitted will not violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity, contractual, or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

DPL shall, regardless of acceptance of this License, at all times, possess the right to refuse to include and to cause the removal of any or all of the Compositions for any reason and at its sole discretion. DPL maintains a physical presence at 10 W 14th Ave. Parkway, Denver CO 80204-2731, as well as 25 branches

throughout the City and County of Denver, a mobile branch called the Bookmobile, as well as a website accessible through the World Wide Web, which site is currently <a href="https://denverlibrary.org/">https://denverlibrary.org/</a> (subject to change).

Licensor releases, indemnifies, holds harmless, and forever discharges the City and County of Denver ("City"), its insurers, employees, officers, agents and assigns, from any and all claims, demands and rights of action whatsoever, including any claim for attorney fees, which Licensor now has or can have on account of injury or damages, both known and unknown, that may be sustained due to the provision of Compositions or media related to the Compositions or which may hereafter arise, in consequence of and proximately caused by provision of music Compositions through the DPL website, including, but not limited to intellectual property claims, and electronic or other transfer of Licensor's Compositions. Licensor shall either act as its own insurer or, at its sole option and expense, obtain insurance to cover this indemnification and any claims for violation of copyright, privacy right or other intellectual property license rights.

Licensor shall coordinate delivery of the Compositions with representatives of DPL and Licensor shall be wholly responsible for Licensor's materials, equipment, and personnel related to delivery of the Compositions.

Except as Licensor may have coverage under insurance as stated above in this License and General Release of Claims, Licensor hereby releases the City, its officers, agents and employees from liability for: 1) any damage or destruction to its equipment or to persons which may occur from any source whatsoever by City officers, agents or employees; or, 2) any other loss or damage to Licensor's work, employees or subcontractors, equipment, materials, and for any and all intellectual property claims related to the Compositions or delivery thereof which may occur, which proximately results from the acts or omissions of any person, including negligent acts or omissions. Any person includes, but is not limited to, the Licensor, its employees, subcontractors, and sub-consultants and all officers, agents, invitees, and employees of the City. Licensor intends this release of liability to cover all situations which may occur while Licensor is delivering the Compositions or as a result of any broadcast of the Compositions or any portion thereof.

Licensor further warrants that Licensor fully recognizes that Licensor may sustain unknown and unforeseen losses, costs, expenses, damages, liabilities, claims, and damages during the and the consequences thereof, which may be at this time, heretofore and hereafter, unknown, unrecognized and not contemplated by Licensor, which may or will result from the above mentioned use of the

Compositions and all matters incidental and related thereto, including but not limited to, those proximately caused by the negligence of the City and its officers, agents, servants and employees, and that no promise or inducement has been offered except as herein set forth and that all understandings between the parties are expressed herein and that this License and General Release of All Claims was executed without reliance upon any statement or representation by the City or its agents or attorneys, and that Licensor's representative is legally authorized and competent to execute this License and General Release of All Claims and to bind Licensor to accept full responsibility therefore and to assume the risk of any mistake of fact and law as to any damages, losses, or injuries, whether disclosed or undisclosed, which may be sustained as a result of the above mentioned use of the Compositions and all matters incidental and related thereto.

Licensor hereby declares and represents that no other person, firm, or corporation has received any assignment, subrogation or other right of substitution to any claim or claims which may be made with respect to such Compositions, and that in the event that the persons or parties released herein are subjected to future claims by any person, firm or corporation, under any actual or purported lien, or right of substitution, assignment or subrogation, Licensor shall indemnify and hold the person or parties released harmless from any such claims and demands at its sole cost and expense.

It is further understood that all agreements and understandings between the parties are embodied and expressed herein and that the terms of this License and General Release of All Claims are contractual and not recitals.

The Licensor shall retain all copyrights, trade name, and trademarks in relation to the Compositions, including rights to make a derivative work of its Compositions or to otherwise publish, distribute, publicly perform, modify, enhance, change, and improve, and may license the Compositions to third parties or make any other use authorized as the copyright or trademark owner. Further, the City shall have no obligation for defense of the copyright or trademarks.

In interpreting the terms of this License, Licensor understands that the laws of the State of Colorado shall be applicable. Venue for any legal action relating to the License and General Release of All Claims will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

The sole remedy for any claimed breach of the License by the Licensor shall be removal of the Licensor's Compositions from the DPL website, and cessation of future publication, which removal shall occur within sixty days of the date the payment in lieu of royalty has been returned to DPL by the Licensor.

LICENSOR HAS CAREFULLY READ the above and foregoing License and General Release of All Claims and knows the contents thereof. Licensor further expressly states that Licensor has been advised of the right to consult additional professionals of its choice, including experts, lawyers and other knowledgeable persons regarding any and all known and unknown, foreseen and unforeseen, damages, losses, costs, expenses, liabilities, claims and consequences thereof, of whatsoever kind and nature, that Licensor mayor will incur, whether suspected or unsuspected. Licensor further expressly understands and agrees that the signing of this License and General Release of All Claims shall be forever binding and no rescission, modification or release of the undersigned from the terms of the License and General Release of All Claims will be made for any mistakes.

IN WITNESS WHEREOF, the Licensor has executed this License on the dates set forth above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof. BY SIGNING BELOW, LICENSOR REPRESENTS AND WARRANTS THAT LICENSOR IS THE SOLE AND EXCLUSIVE OWNER OF THE COMPOSITIONS AND ALL COPYRIGHTS, CONTRACTUAL RIGHTS AND OTHER PROPRIETARY RIGHTS CONTAINED HEREIN AND WHICH ARE THE SUBJECT OF THIS LICENSE.

	LICENSOR, by	
	(Name) LICENSOR's Title	
5		
	Printed Name	

Comic title:		
_ Artist:	_	