

CONTENT RELEASE AND LICENSE GRANT

This CONTENT RELEASE AND LICENSE GRANT (the “GRANT”) is entered into on the date Content Provider first provides or provided Content to Colorado Cars and Coffee – whichever date is earlier. It is understood that Content Provider is willing or has provided Content to Colorado Cars and Coffee that Colorado Cars and Coffee may use in connection with their print publications, website, and other internet publications and postings. The Content may include photographs, artwork, designs, logos, articles, slogans, writing, or the like which Content Provider provides to Colorado Cars and Coffee. Therefore, in consideration of the mutual covenants, described below and for other good and valuable consideration, the Parties agree as follows:

License Grant and Ownership

The Content Provider understands and agrees that Colorado Cars and Coffee may use the Content in their print publications, digital publications, website, and other social media and internet postings (the “Publications”). As such, Content Provider hereby irrevocably grants Colorado Cars and Coffee a nonexclusive license to copy, reproduce, exhibit, publish, distribute, make derivative works of, perform, or otherwise use the Content in its Publications or for any other lawful purpose.

The Content Provider understands and agrees that it will at no time be compensated, paid, reimbursed, given royalties, free access to publications, or otherwise monetarily compensated by Colorado Cars and Coffee for its use of the Content. Colorado Cars and Coffee may use, promote, and widely dispense the Content for its customer base to see, read, or to otherwise enjoy.

It is understood by the Parties that the above license grant shall not grant Colorado Cars and Coffee any ownership right in and to the Content outside of the above license grant.

Representations and Warranties

The Content Provider represents that it has all rights, titles, and interests, in and to the Content provided to Colorado Cars and Coffee and has all rights to grant Colorado Cars and Coffee the above license.

The Content Provider represents that for any Content that contains images of third parties, that Content Provider has the rights to publish the images of the third parties and that the consent to do so has been secured by each and every one of these third parties. In the case where the third parties in the images are under the age of eighteen years old, Content Provider represents that it has secured the consent of each of such third parties’ parents and or guardians.

The Content Provider represents that the Content does not infringe the intellectual property rights of any third-party including, but not limited to, intellectual property rights in Copyright.

The Content Provider represents that all statements made to Colorado Cars and Coffee in connection with the Content are true and accurate.

Colorado Cars and Coffee may use the Content provided by the Content Provider but is not under any obligation to do so herein.

CONTENT PROVIDER WILL FOREVER, ALONG WITH CONTENT PROVIDER'S HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, OR ANY OTHER PERSON ACTING ON BEHALF OF CONTENT PROVIDER OR CONTENT PROVIDER'S ESTATE, HOLD HARMLESS AND RELEASE COLORADO CARS AND COFFEE FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION RELATED TO THIS GRANT.

CONTENT PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COLORADO CARS AND COFFEE AGAINST ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS GRANT (COLLECTIVELY, "LOSSES") ARISING FROM OR RELATING TO ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OR WARRANTIES OF CONTENT PROVIDER CONTAINED IN THIS AGREEMENT. THE RIGHTS AND REMEDIES PROVIDED IN THIS PROVISION ARE CUMULATIVE AND ARE IN ADDITION TO AND NOT IN SUBSTITUTION FOR ANY OTHER RIGHTS AND REMEDIES AVAILABLE AT LAW OR IN EQUITY OR OTHERWISE.

In Witness Whereof, the Parties having read and fully understand the contents, meaning, and impact of this Grant, have caused this Agreement to be executed as of the date Content was or will be provided to Colorado Cars and Coffee – whichever is earlier.

Content Provider

Signature

Name

Date