

## **SUBLICENSE AGREEMENT**

This Sublicense Agreement (“Agreement”) is made and entered into as of [\_\_\_\_\_] by and between Sonoma County Tourism, at 400 Aviation Blvd #500, Santa Rosa, CA 95403, and [\_\_\_\_\_] (“Sub-Licensee”). Sonoma County Tourism and Sub-Licensee are collectively referred to as the “Parties,” and singularly as “Party”).

### **I. RECITALS**

1. Sonoma County Tourism is the licensee of certain intellectual property owned by Leave No Trace Center for Outdoor Ethics (the “Center”), a Colorado 501(c)(3) non-profit organization with its principal place of business at 1000 North Street, Boulder, CO 80304.
2. Under the terms of an agreement between Sonoma County Tourism and Center, Sonoma County Tourism has the right to grant certain sublicense rights to intellectual property owned by Center.
3. Sonoma County Tourism wishes to grant to Sub-Licensee, and Sub-Licensee wishes to receive from Sonoma County Tourism, certain sublicense rights in and to the Center IP, pursuant to the terms and conditions set forth in this Agreement.

### **J. SUBLICENSE GRANT AND RELATED TERMS**

1. Sonoma County Tourism hereby grants to Sub-Licensee, and Sub-Licensee hereby accepts from Sonoma County Tourism, a personal, limited, nonexclusive, non-transferable, non-sublicensable license to use the Center IP pursuant to the terms of this Agreement.
2. Sub-Licensee acknowledges and agrees that: (i) Center is the exclusive owner of all right, title and interest in and to the Center IP; (ii) Sub-Licensee shall not use any of the Center IP outside the borders of the County of Sonoma for any purpose that is not strictly and solely related to the promotion of tourism within the County of Sonoma; (iii) Sub-Licensee shall not make any derivatives of the Center IP, or otherwise modify or alter the Center IP without the prior written approval of Sonoma County Tourism; (iv) Sub-Licensee shall not use any of the Center IP as the basis to create Sub-Licensee’s own proprietary intellectual property or to otherwise compete with Center; (v) Sub-Licensee shall not remove any trademark, copyright or other notices that indicate that Center is the owner of the Center IP; (vi) to the extent the Center IP includes any trademarks or service marks, such marks shall be used in accordance with any guidelines that Center may issue from time to time, Center shall have the right to review the manner in which Sub-Licensee is using such marks, and all such use shall accrue to the benefit of Center; (vii) the Center IP constitutes valuable assets of Center and, therefore, Center shall be deemed a third party beneficiary of this Agreement.

### **K. ADDITIONAL PROVISIONS:**

1. The Center IP is sublicensed to Sub-Licensee on an “as is” basis without any express or implied warranties of any kind, including without limitation any non-infringement warranty.
2. Sonoma County Tourism shall have the right to terminate all sublicense rights granted hereunder to Sub-Licensee in the Center IP by written notice should Sub-Licensee breach any of the terms of this Agreement, and such termination shall be effective as from the date of such notice.
3. To the extent Center exercises its rights as a third-party beneficiary under this Agreement, this Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado, and in the event Center must initiate legal action to enforce this Agreement, the Parties agree that the proper venue for such action shall be the courts of the State of Colorado.