



Canadian Football Hall of Fame and Museum Image Use Agreement

This Image Use Agreement (the Agreement) is made as of the date of execution set forth below by and between the Canadian Football Hall of Fame (CFHOF) and the person identified below as the Requestor

1. **BASIC INFORMATION** - for the purpose of this Agreement, the following terms shall have the following meanings:

Requestor: _____

Images : _____

Approved Use: _____

Fee: _____

PHOTO CREDIT: CANADIAN FOOTBALL HALL OF FAME AND MUSEUM

2. **USE OF IMAGES.** CFHOF hereby grants to Requestor a non-exclusive right to use the Images for approved use only upon the terms and conditions set forth in this Agreement. Any other reproduction, use or alteration of the Images require the prior written approval of the Hall of Fame.
3. **FEE.** In consideration of the non-exclusive right granted herein, Requestor shall pay to CFHOF the fee.
4. **AGREEMENT TO INDEMNIFY THE HALL OF FAME.** Requestor agrees to indemnify, defend, and hold CFHOF, its officers and agents, harmless from and against all claims, liabilities, damages, costs and expenses arising out of or in connection with a) the use of Images by requestor, including but not limited to any unauthorized use of the Image and any unauthorized use or infringement of any trademark, copyright, or any other intellectual property right in connection with the Images, b) any loss of, or damage, or alteration to the Images, c) any material breach of this Agreement, d) false advertising, fraud, misrepresentation or other claims to the Images, e) liable or slander, or invasion of the right or privacy, publicity or property or, or violation or misappropriation of any right of any third party, including but not limited to the unauthorized use of the name or image of any party for trade purposes, or f) agreements or alleged agreements made or entered into by Requestor related to this agreement.
5. **ENFORCEMENT OF AGREEMENT.** Requestor agrees to pay for CFHOF's costs and expenses (including without limitation, reasonable attorney's fees and costs) incurred in connection with the enforcement of this Agreement.
6. **PROPERTY OF CFHOF DISCLAIMER.** Requestor understands and acknowledges that the Images are the property of CFHOF. Requestor understands and acknowledges that CFHOF does not make any express or implied representations or warranties with respect to the copyright status of or the rights of any third parties to the Images, and CFHOF expressly disclaims any such responsibilities or warranty. All rights not expressly granted are reserved to CFHOF.
7. **THIS AGREEMENT DOES NOT GRANT ANY RIGHT OR LICENSE TO REQUESTOR WITH RESPECT TO THE NAMES OR LIKENESS, IMAGES, TRADEMARKS, COPYRIGHTS OR ANY OTHER PROPRIETARY RIGHTS, INCLUDING THE RIGHTS TO USE ANY NAMES OR LOGOS OR ANY TEAMS OR PLAYERS OR OTHER PERSONS OR ENTITIES. CFHOF MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH RIGHTS. REQUESTOR REPRESENTS AND WARRANTS THAT IT HAS OBTAINED OR WILL OBTAIN ALL NECESSARY RELEASE FROM ALL SUCH TEAMS, PLAYERS, INDIVIDUALS, OR ENTITIES PRIOR TO USING THE IMAGES. THE REQUESTOR USES THE IMAGES AT HIS OR HER OWN RISK.**
8. **ACCURACY OF INFORMATION.** Requestor hereby represents and warrants to CFHOF that the information submitted in connection with this agreement is true and accurate.

REQUESTOR

Signature: _____

Date: _____

Print Name: _____

CANADIAN FOOTBALL HALL OF FAME AND MUSEUM

Signature: _____

Date: _____

Print Name: _____

**Canadian Football Hall of Fame and Museum
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Revised 05/09