

**VEER TOWERS UNIT OWNERS ASSOCIATION
PHOTO LICENSING AGREEMENT**

This Photo Licensing Agreement (hereinafter "**Agreement**") is entered into _____ (hereinafter -the "**Effective Date**") by and between:

Licensor: Veer Towers Unit Owners Association, located at 3722 S. Las Vegas Blvd., Las Vegas, Nevada 89158; and

Licensee(s):

(hereinafter collectively referred to as - the "**the Parties**").

RECITALS

WHEREAS, Licensee wishes to license certain image rights in the Photo images, which the Licensor has created, and which is described as follows:

Number and description of Photo images: One Hundred Thirty-Three (133) Veer Towers Common Area Photographs;

Subject matter: Limited commercial use for the purpose of assisting Licensee in selling units at Veer Towers;

Form in which Photo images shall be delivered: flash drive;

WHEREAS, Licensor, subject to the terms and conditions set forth in this Agreement, wishes to grant the Licensee the license to use the Photo images to Licensee in connection with personal, non-commercial use, for the mutual benefit of Licensor and Licensee on terms of this Agreement.

NOW, THEREFORE, the Parties agree to the mutual covenants set forth below for good consideration, the receipt and sufficiency of which are hereby acknowledged:

1. LICENSE

1.1 Scope of License. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable, royalty-free license to use Photo images in connection with personal, non-commercial use. Licensee shall make no other use of the Photo images, except as set forth in this Agreement.

1.2 Non-Assignment. Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license

rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights in the Photo images.

1.3 Licensor's rights. Licensor reserves the right to use the Photo images on its website as well as for its own marketing, commercial and advertising purposes as well as in any other ways, which are not prohibited by the applicable laws.

2. LICENSOR'S CONTROL

2.1. To protect and preserve Licensor's rights in the Photo images, Licensee understands, acknowledges, and agrees that:

(i) before Licensee uses the Photo images, Licensor must approve of all aspects of Licensee's intended use; and

(ii) once Licensee has attained Licensor's approval, Licensor must review and approve any further alterations, modifications, or changes to Licensee's intended use.

3. PERMITTED USE UNDER LICENSE

3.1 Licensee shall only use the Photo images for personal, limited commercial use (for the purpose of assisting the Licensee in selling and/or leasing their condominium unit), subject to the restrictions set out in this Agreement, for the duration of the License term. Personal, limited commercial use means that Licensee may display the Photo image on his personal computer and may print it for personal use. The Licensee also may display the photo image(s) on websites, advertisement and/or other publications for sole purpose of assisting the Licensee (and/or their agents) in their efforts to market or sale/lease a condominium unit within the Association.

3.2 Licensor retains the right to specify, from time to time, the format in which Licensee shall use and display the Photo images, and Licensee shall only use or display the Photo images in a format approved by Licensor.

3.2 Licensee shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act aimed to challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Licensor's rights in the Photo images.

3.3 Licensee acknowledges and agrees that Licensor has, shall retain, and may exercise during the term of this Agreement and thereafter all intellectual property rights and remedies available to Licensor, whether derived from this Agreement, from law, or otherwise, as a result of or in connection with Licensee's breach of this Agreement, misuse of the Photo images, or any other use of the Photo images by Licensee which is not expressly permitted by this Agreement.

4. WARRANTIES AND REPRESENTATIONS

4.1 Licensor warrants that he retains all intellectual property rights in Photo images, including the sole copyright to the Photo images. Therefore, Licensor is entitled to grant the license to use Photo images described in this Agreement and confirm that this Agreement does not infringe intellectual property rights of third parties.

5. TERM AND TERMINATION

5.1 The Agreement will **not** expire unless the Parties decide to terminate for any of the reasons set forth in this Agreement.

5.2 Either Party may preliminarily terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective three (3) days after the date such notice is given.

5.3 Notwithstanding the provisions of Section 5.1 of this Agreement, this Agreement and all rights granted hereby, shall automatically terminate without prior written notice from Licensor in the following cases:

- (i) Licensee attempts to assign, sub-license, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement;
- (ii) Licensee fails to obtain Licensor's approval of Licensee's use of the Photo images in accordance with Section 2 of this Agreement;
- (iii) Licensee uses the Photo images in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by this Agreement; or
- (iv) Licensee uses the Photo images in a manner not expressly permitted by this Agreement.

5.4 All rights granted by this Agreement, including, without limitation, Licensee's right to use the Photo images, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from any further use of the respective Photo images.

6. MISCELLANEOUS

6.1 **Assignment.** Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without Licensor's prior written consent. Licensee shall indemnify and hold harmless Licensor against all liability, costs, and expenses, including, but not limited, to a reasonable attorneys' fee, arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of Licensee's rights and obligations.

6.2 **Confidentiality.** The terms of this Agreement shall be strictly confidential to the Association and Licensee. However, the Association and Licensee may confirm the general existence of this Agreement. Further, the Association may provide a copy of this Agreement to its members upon their request as required by law.

6.3 **Nevada Law Governs and the Venue for Any Action is Clark County, and the Forum is the Eighth Judicial District Court of Nevada.** This Agreement is governed by the laws of the State of Nevada and any question arising out of or in relation to this Agreement shall be construed or determined according to such law. Any dispute, action, claim, or litigation arising out of or in relation to this Agreement shall be filed and maintained in Clark County, Nevada. The Parties consent to personal jurisdiction in the State of Nevada and agree the Eighth Judicial District of the State of Nevada is the appropriate forum for any dispute, action, claim, or litigation related to this Agreement. The Parties acknowledge the existence of these provisions and agree the terms of these provisions were freely negotiated between them.

6.4 **Both Parties Have Participate in the Drafting of this Agreement.** Both Parties have mutually participated in the drafting of this Agreement and therefore, no party shall be considered as the drafter of this Agreement so that it would or may cause any provision to be construed against the drafter.

6.5 **Alternative Dispute Resolution.** At either Party's discretion, either party may elect to have any claims or disputes arising out of this Agreement decided by arbitration in accordance with the rules of Chapter 38 of the Nevada Revised Statutes in effect at the time of the demand for arbitration and as amended herein. Venue for arbitration shall be Clark County, Nevada.

A) If a Party so elects, a demand for arbitration shall be sent by claimant to the responding party.

B) The arbitrator shall be chosen by mutual agreement of all parties. If the Parties cannot agree upon an arbitrator, then one (1) of the Parties shall file a motion with the Court pursuant to NRS 38.226 or any successor statute to request that the Court appoint an arbitrator. The arbitrator shall set procedures for arbitration and conduct arbitration in such manner as the arbitrator considers appropriate for a fair and expeditious disposition of the proceeding pursuant to NRS 38.231 or any successor statute.

C) The arbitration award shall be in writing, shall set forth detailed factual findings and conclusions of law supporting the award and shall be final and conclusive as to all parties to such dispute. Should any party fail to pay their fees required by the arbitrator, fail to appear, or fail to participate in such arbitration proceedings, the arbitrator may decide on the evidence presented in such proceedings by the other party to such dispute.

D) Rights of appeal shall follow the arbitration appeal procedure for binding arbitration under Chapter 38 of the Nevada Revised Statutes.

Initial for Consent to Arbitration: _____ Association _____ Licensee

6.6 **Entire Agreement.** This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the Parties.

6.7 **Parties Have Reviewed the Agreement.** This Agreement has been fully and carefully read, examined, and reviewed in its entirety. This Agreement is fully comprehended and understood by the Parties. Such license is governed by and subject to the terms and conditions of this Agreement and the Association's Governing Documents. This Agreement was signed and executed voluntarily by the Parties by their duly authorized representatives. Each Party has voluntarily signed and executed this Agreement after being fully advised by its choice of legal counsel, or with the opportunity to receive advice from its choice of legal counsel, and without reliance upon any statement or representation that is not set forth expressly in this Agreement.

6.8 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

6.9 **Amendments.** This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.

6.10 **Waivers.** The waiver by either Party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

6.11 **Notice.** Except as otherwise set forth herein, all notices arising out of this Agreement must be given in writing, signed by authorized signatory of the Party. Notice shall be deemed given: a) when personally delivered to the address of the Party to be noticed as set forth herein or such other address as such Party last provided to the other by written notice; b) when sent by confirmed fax to the fax number of the Party to be noticed as set forth herein or such other number as such Party last provided to the other by written notice; c) when confirmation of delivery receipt and/or read receipt is received by the email system of the Party giving notice as set forth herein; or d) three days after being sent by prepaid certified or registered U.S. mail (with delivery confirmation requested) to the address of the Party to be noticed as set forth herein or such other address as such Party last provided to the other by written notice.

The Association:

c/o Eric Chung, General Manager
3722 South Las Vegas Blvd
Las Vegas, NV 89158
Fax: (702) 590-0995
Email: Echung@associans.com

cc: The Clarkson Law Group, P.C.
1210 S. Valley View Blvd., Suite 202
Las Vegas, NV 89102

Licensee:

6.12 **Further Assurances.** The Parties hereto agree to take, or cause to be taken, as promptly as practicable, all commercially reasonable actions necessary or desirable to carry out the provisions of this Agreement and to consummate and make effective the transactions and agreements provided for herein.

6.13 **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be an original, but all of which together shall constitute the same Agreement.

6.14 **Signing Authority.** Each Party represents that the individual(s) placing their signature or mark on this Agreement and thereby executing it, has been duly authorized to execute this Agreement and has the authority to bind such Party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

7. SIGNATURES OF THE PARTIES

Licensor's Signature: _____ **Date:** _____

Print Name: _____

Licensee's Signature: _____ **Date:** _____

Print Name: _____