

**FLATHEAD RESERVATION WATER MANAGEMENT BOARD INTELLECTUAL
PROPERTY/DESIGN ACQUISITION AGREEMENT**

THIS INTELLECTUAL PROPERTY/DESIGN ACQUISITION AGREEMENT is entered into this date:

BY AND BETWEEN: DAN HOLLAND (“TRANSFEROR”) an Artist;

AND: FLATHEAD RESERVATION WATER MANAGEMENT BOARD, (“TRANSFEREE”) a governmental instrumentality located at 400 Main Street SW, Ronan, MT 59864.

WITNESSETH:

WHEREAS, TRANSFEREE desires to obtain from TRANSFEROR the ownership and exclusive use of the artwork and designs identified more fully in Exhibit A attached hereto (the “Designs”), if any, on or in association with the Designs; and

WHEREAS, TRANSFEROR has not trademarked or copyrighted the Designs;

WHEREAS, both TRANSFEREE and TRANSFEROR are in agreement with respect to the terms and conditions upon which TRANSFEREE shall apply and use the Designs;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. TRANSFER OF INTELLECTUAL PROPERTY

A. Subject to the terms and conditions set forth herein, TRANSFEROR hereby irrevocably sells, assigns, transfers, and conveys to TRANSFEREE, and TRANSFEREE hereby accepts, all of TRANSFEROR’s right, title, and interest in and to the following:

- a. all intellectual property rights in the Designs listed in Exhibit A;
- b. all of TRANSFEROR’s right, title, and interest in and to all copies of other tangible embodiments of the Designs in all forms and media now or hereafter known or developed;
- c. all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Designs;
- d. all other rights, privileges, and protections of any kind whatsoever of TRANSFEROR accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. INTELLECTUAL PROPERTY RIGHTS

A. The Parties agree and intend that TRANSFEREE shall own all right, title, and interest in and to the Designs, free and clear of liens, security interests, and other encumbrances. TRANSFEREE is in full compliance with all legal requirements applicable to the Designs and TRANSFEREE's ownership and use thereof.

B. TRANSFEROR represents and warrants that it has the power and authority to grant to TRANSFEREE the right, privilege and license to apply and use the Designs for eventual manufacture and sale of those types of products that incorporate or are otherwise based on the Designs, if any, for the use of future and potential licensed products.

C. TRANSFEROR further represents and warrants that the Designs do not infringe any valid right of any third party, and agrees to indemnify and defend against any claims brought against TRANSFEREE by any third party alleging a violation of intellectual property rights related to the Designs.

D. TRANSFEREE shall seek, obtain and maintain in its own name and at its own expense, appropriate trademark or copyright protection for the Designs.

E. TRANSFEROR agrees that it shall not acquire any rights in the Designs after the Effective Date of this Agreement.

F. TRANSFEREE may reproduce the work in any form or forms consistent with the Designs sold by TRANSFEREE. TRANSFEREE may make modifications to the initial Designs as TRANSFEREE may see fit. TRANSFEREE shall have exclusive ownership and rights in or to the Designs, including any ability to modify the Designs for reproduction, sale, manufacturing, marketing, etc.

G. The Parties agree to execute any documents reasonably requested by the other to affect any of the above provisions.

3. INFRINGEMENTS

A. TRANSFEREE shall have the option, at its own cost and expense, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement.

B. TRANSFEROR shall defend, indemnify, and hold harmless TRANSFEREE from and against all damages, liabilities, and judgments, including attorneys fees, arising out of any third party claim, suit or action relating to the Designs.

4. MISCELLANEOUS

A. This Agreement and all related exhibits, constitutes the sole and enter agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes any and all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.



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