



**Document 5**

**Form D**

**Materials License Agreement – Form D**

**2017 Miss Arkansas and the 2017 National Contestant**

- 1. Place a copy of this form in your Contestant Packet.**
- 2. Sign under the LICENSOR section**
- 3. Leave the LICENSEE (MAO) section blank**
- 4. Turn in your Contestant Packet April 9, 2017 at Lottery**

**COMPLETE THE FOLLOWING TWO PAGES AND PUT IN YOUR  
CONTESTANT PACKET TO TURN IN APRIL 9, 2017**

## 2017 Materials License Agreement – Form D

**AGREEMENT** made by and between The Miss America Organization (“Licensee”) and

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(Print Name)

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(Address)

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(City, State & Zip)

(“Licensor”), on the other hand.

1. Licensor hereby grants to Licensee a gratis license to use the materials identified below which are owned by and provided by Licensor in connection with and embodied in the television special entitled “Miss America 2018” which is scheduled to air on the American Broadcasting Company (“ABC”) in September 2017 (the “Program”).

Licensee shall have the right to use the Licensed Materials in, and in connection with, the Program, and the exploitation, distribution, advertising, promotion, marketing, and publicity thereof including, but not limited to, all television, the internet, in connection with wireless telephones, and all other ancillary and subsidiary rights now known or hereafter devised, throughout the universe. The rights granted to Licensee herein include the right to edit, modify, alter and adapt the Licensed Materials.

2. Licensee shall have the right to utilize the Licensed Materials in connection with the Program commencing on the date of initial broadcast of the Program for perpetuity.

3. As between Licensor and Licensee, the Program shall be Licensee’s sole and exclusive property, and Licensor shall not by this license, acquire any ownership rights in and to the Program.

4. Licensor represents and warrants that (i) Licensor has the full right, power, and authority to enter into this Agreement and to grant Licensee all of the rights granted herein; (ii) Licensor owns or controls any and all intellectual property rights relating to the Licensed Materials; (iii) the consent of no other person or entity is necessary for Licensor to enter into and fully perform this Agreement; (iv) Licensee shall not be required to make any payments for any reason to any person or entity in connection with the exercise of the rights granted to Licensee in this agreement, and, (v) the Licensed Materials do not and will not defame, infringe or violate the rights of privacy of any third party and are not the subject of any actual or threatened litigation or claim.

5. Licensor hereby agrees to indemnify, defend and hold harmless Licensee, ABC and their respective parent company(ies), affiliated entities, subsidiaries, successors, transferees, assignees, licensees, designees and the agents, associates, officers, directors and employees thereof (the “Indemnified Parties”) from and against any and all third party liability, loss, damage, cost and expense (including, without limitation, reasonable attorneys’ fees) arising by reason of the breach or alleged breach of any representation, warranty, covenant or agreement contained in this Agreement. Further, Licensor agrees to indemnify, defend and hold harmless the Indemnified Parties against any claim by a third party with respect to ownership of the Licensed Materials or any likeness contained therein.

6. This Agreement shall inure not only to Licensee's benefit, but to the benefit of all parties who may hereafter acquire the right from or through Licensee to distribute, exhibit, advertise and/or exploit the Program, including, without limitation, ABC and Licensee's successors, assignees and licensees.

7. In the event there shall be any conflict between any provision of this Agreement and any such applicable law, or applicable guild or union agreements, the latter shall prevail, and the provision or provisions of this Agreement affected shall be modified to the extent (but only to the extent necessary to remove such conflict and permit compliance with such law), and so modified this Agreement shall continue in full force and effect.

8. This Agreement constitutes the entire agreement between the parties and cannot be modified except by a written instrument signed by the parties. This Agreement shall supersede any prior or contemporaneous agreements, and may not be waived or amended, except by a written instrument. This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same Agreement.

9. All rights, title or interest which are held by Licensor in, to and in connection with the Licensed Materials are reserved by Licensor.

By signing in the spaces provided below, the parties accept and agree to all of the terms and conditions hereof.

**Agreed to and Accepted:**

**LICENSOR:**

**LICENSEE:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(MAO Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(MAO Printed Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_