

## LICENSE AGREEMENT

Teen Challenge International, USA  
5250 N Towne Centre Dr  
Ozark, MO 65721

Dear \_\_\_\_\_,

This letter, when signed by the parties, will constitute a license agreement between Teen Challenge International (“Licensor”) and \_\_\_\_\_ (“Licensee”) with respect to videos, statements, voices, names, testimonials, pictures, photographs and/or composite representations thereof (“the Works”), provided by Licensor, and in which Licensor’s current or former patients appear, are referenced or in any way identifiable, for purposes of relating their personal stories and accounts of addiction, treatment and recovery.

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2. **Right to Modify.** Licensee shall have the right to make commercially reasonable modifications of and edits to any film, videotape, audiotape, photograph or other Work, and to use words, symbols, designs, illustrations, recordings or other communications elements in conjunction with it or them. Licensee will not use any information pertaining to such patients other than what Licensor provides.
3. **Licensor’s Warranty.** Licensor hereby represents that it has the right to enter into this agreement; and that all patients, or their representatives whose names, statements, stories, accounts, etc. or likenesses are used or appear in the Works have executed releases allowing Licensor and its licensees the right to use the Works as provided herein.
4. **Copyright and other ownership.** Licensee agrees that all recordings, video, film, photography, drawings, images or other Works and their contents that are provided by Licensor are fully owned by Licensor and that Licensee shall not authorize use by anyone else. Licensor agrees that Licensee need not submit any materials which incorporate the Works to Licensor for approval, but shall archive such materials for as long as they are in use, and that Licensor may review them upon written request.
5. **Entire Agreement.** The terms and conditions set forth herein constitute the entire agreement between the parties and shall supersede all prior similar agreements. No waiver, modification or addition to this agreement shall be valid unless in writing and signed by the parties hereto.

6. **Revocation.** This agreement may be revoked by Licensor at any time and for any or no reason, upon 60 days written notice to Licensor. Upon such notice, Licensee will discontinue all uses and activities authorized herein, and provide Licensor with written assurance of such discontinuance within such time following receipt of the notice.

7. **Use.** Licensee shall not be required to utilize the Works.

8. **Assignment and Sublicense.** This agreement may not be assigned by Licensee, and any attempted assignment will be void. Licensee may sublicense the Works to third parties within the Teen Challenge network, provided that Licensee obtains, in advance, a signed agreement providing any of the Works to such third party, which contains all of the identical rights, limitations, conditions and other provisions herein except the following paragraph nine.

9. **Governing Law.** The provisions hereof shall be interpreted in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions.

For Licensor:

For Licensee:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

Email: \_\_\_\_\_