

# EAGLE RACEWAY MEDIA LICENSE APPLICATION/AGREEMENT

## LICENSE HOLDER INFORMATION

ENTITY/COMPANY \_\_\_\_\_

NAME: Last \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_

ADDRESS: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PHONE: Res \_\_\_\_\_ Bus \_\_\_\_\_ Fax \_\_\_\_\_

EMAIL \_\_\_\_\_

I.D.: SSIC/FEIN \_\_\_\_\_

## TYPE OF MEDIA

RADIO \_\_\_\_\_ TV \_\_\_\_\_ NEWSPAPER \_\_\_\_\_ RACING TRADE PUB \_\_\_\_\_ BLOG \_\_\_\_\_ WEBSITE \_\_\_\_\_ OTHER(Describe) \_\_\_\_\_

DESCRIPTION OF RIGHTS GRANTED TO LICENSE HOLDER. (If blank, no rights are granted.)

## TERMS AND CONDITIONS FOR ISSUANCE OF RACE TRACK MEDIA LICENSE FOR CALENDAR YEAR

**Limited Rights Granted:** This media license confers upon the license/credential holder a limited, non-exclusive and non-transferable right that allows the holder, or the entity that engaged the holder, to use such photographs, audio, video, or other depiction, expression, or account of events, for news coverage and about Eagle Raceway events. The license/credential holder and the entity that engaged the license/credential holder, is granted the limited right to record, create and distribute media content as defined in the "Description of Rights Granted to License Holder" above. Other recording, creation, and distribution is prohibited.

**Track Retains all Rights:** Eagle Raceway retains all media rights (including, but not limited to, rights in broadcast, cable, audio, home video, Internet, or such other recordings, tangible expressions, accounts or descriptions, now known or hereafter devised) to all Eagle Raceway race events.

**Prohibited Use:** The use of any account, description, picture, photograph, video, audio, reproduction, or other information concerning race events other than for news coverage of the events is prohibited, except with prior written consent of Eagle Raceway.

**Secondary Use Prohibited:** Any secondary use of any picture, audio description, videotape/film taken or made by the license/credential holder or entity that engaged the holder (including, but not limited to, non-editorial, advertising, sales promotion or merchandising) is prohibited.

**Real-Time Transmission Prohibited:** Real-time transmission of streaming video, digital images, real-time audio, including lap-by-lap and timing and scoring, of any race event is the exclusive right and property of Eagle Raceway and is otherwise prohibited. "Real-Time" is defined as a continuous lap-by-lap account or live, extended live/real-time timing and scoring, or detailed description, depiction, or expression of an event.

**Blogging Policy:** The license/credential holder may be granted the privilege to blog on or off-track events from Eagle Raceway. Said credential holder may blog during the race event(s), if such blog does not produce in any form a "real-time" description of the race event, as determined by the track in its sole discretion. The credential holder agrees that the decision of whether a blog is posting a real-time description shall be in the track's sole discretion.

**Highlights:** Videotaped, filmed, or audio highlights of Eagle Raceway race events, may be used only by news organizations for news purposes in the licensee's regularly scheduled television or radio news programs. Highlights shall not exceed one minute in length and shall be used for up to seventy-two hours after completion of the applicable race event. The term "race event" shall mean any individual 24-hour period of racing, singly or part of a multi-day event.

**Copyrights, Proprietary Interests:** Copyrights, proprietary interests, and other incidents of ownership in and to the highlights remain the property of Eagle Raceway.

**Logos and Trademarks:** No logo, trademark, advertisement, or other graphic shall be superimposed, "burned in" or otherwise incorporated in any highlights without prior written permission from Eagle Raceway.

**Use of Television Footage for Online Entities:** Under no circumstances may any highlights be broadcast or otherwise distributed on the internet or via any other online service or computer service without the prior written consent of Eagle Raceway.

**Credential Holder Likeness:** If the name of likeness of any credential holder using this credential is in any broadcast, telecast, photograph, film, video, or other media about the track race events and other events, such credential holder grants Eagle Raceway a nonexclusive, transferable, perpetual right, and license to use such name and likeness in any media worldwide, whether now known or hereafter devised.

**Credentialing Criteria:** All decisions regarding the merit of license/credential requests lie exclusively with Eagle Raceway and its officials.

**Termination of Rights:** The rights and privileges licensed to the holder shall automatically terminate if any terms of this media license breached.

**Display of Credential:** The credential holder shall display the credential at all times and consents to the reasonable inspection of his or her person and property during an event. The credential holder shall adhere to all event policies, as well as access limits, and direction from Eagle Raceway and its agents.

**Subject to Revision:** Eagle Raceway reserves the right, at any time, and for any reason, to modify the terms hereof, grant exception(s) to, waive any term hereof, withdraw permission or amend this license, with notice.

**License Not Transferrable:** Neither this license nor the rights granted herein may be assigned or otherwise transferred in any manner without the prior written consent of Eagle Raceway.

**Jurisdiction:** This license and the terms thereof shall be governed by and subject to the laws of Nebraska.

## I HAVE READ AND UNDERSTAND THIS AGREEMENT. I AGREE TO ABIDE BY ALL TERMS OF THIS AGREEMENT.

Name of License Holder \_\_\_\_\_

THIS MEDIA LICENSE IS HEREBY GRANTED TO THE PERSON IDENTIFIED HEREIN

Date \_\_\_\_\_

EAGLE RACEWAY

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