NON-EXCLUSIVE LICENSING AGREEMENT

Please complete and return this document to the Great Plains Art Museum Registrar listed in Section 8 of the Terms of Reproduction.

I, Charles W. Guildner, agree to allow the Great Plains Art Museum (GPAM) to reproduce images of works by **Charles W. Guildner** for the following categories of use.

For sections marked with asterisks (*) attach additional pages if necessary. Please ensure each for the following statements has a check-marked box.

1. Scholarly research, research partnerships and databases, including image distribution partners.

   ☒ Yes   ☐ No   ☐ with following conditions*

2. Educational projects , editorial content, on-site visitor wayfinding, press review, and publications, including, but not limited to, books, exhibition catalogues, annual reports, publicly accessible online databases, and member newsletters.
   ☒ Yes   ☐ No   ☐ with following conditions*

3. Promotional and advertising related to the GPAM's programs and mission.

   ☒ Yes   ☐ No   ☐ with following conditions*

4. In any and all media worldwide, whether now known or later developed.

   ☒ Yes   ☐ No   ☐ with following conditions*

5. Non-commercial photography by the public while on exhibit (use of flash and photo shoots restricted).

   ☒ Yes   ☐ No   ☐ with following conditions*

6. Should the GPAM acquire additional work(s) after the date of this agreement, the above uses and following Terms of Reproduction shall also extend to and include such work(s).
   ☒ Yes   ☐ No   ☐ with following conditions*

7. Ability to grant extension of the permission(s) agreed upon above to institutions borrowing the work(s).

   ☒ Yes   ☐ No   ☐ with following conditions*

Contact Information

☒ Artist   ☐ Representative

Artist/ Representative Name: Charles W. Guildner
Company:
Address: 5106 23rd Ave W
City, State, Zip: Everett, WA 98203
Phone: 425/355-9066   Fax:
Email: cwguildner@aol.com

I agree to the Non-Exclusive Licensing Agreement and Terms of Reproduction on the face and revers of this page:

Artist/Representative: *Charles Guildner* (Printed)   Signed: *CWGuildner* (Signature)   Date: 3/29/2018

GPAM Authorizing Official: *Melynda Seaton* (Printed)   Signed: *M Seaton* (Signature)   Date: 3/ 29/ 2018

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Terms of Reproduction

These Terms of Reproduction ("Terms") between [ARTIST/REPRESENATIVE] ("Artist/Representative") and the Great Plains Art Museum ("GPAM"), a educational and cultural non-profit unit of the University of Nebraska-Lincoln located at 1155 Q Street, Lincoln, Nebraska, 68588-0250, regarding the work(s) described in the attached Object Report ("Work") are entered into as of the date signed by both parties.

In consideration of the Artist/Representative's desire to increase knowledge and visibility of the Work and the GPAM's desire to reproduce the Work for the purpose agreed to in the Non-Exclusive Licensing agreement, the Parties agree to the following licensing terms.

1. **LICENCE:** Artist/Representative herby grants to the GPAM, under all of its rights in and to the Work, a royalty-free, worldwide, non-exclusive license to reproduce; distribute in any media, now known or later developed; publicly perform; and publicly display the work, solely for the purpose(s) agreed to by the artist/Representative in the Non-Exclusive Licensing agreement. **This License does not transfer copyrights to the GPAM.**

2. **MODIFICATION:** The GPAM may modify reproductions of the Work, solely to re-size and adapt the Work as appropriate to exercise the rights granted above. The GPAM agrees that it will not make substantive changes to the Work without Artist/Representative's prior approval.

3. **CREDIT AND NOTICES:** The GPAM agrees to place authorship credit on all copies of the Work; provided, however, that the GPAM will not be obligated to do so if it deems such placement inappropriate due to artistic conditions. Unless otherwise state the copyright notice will appear as:

   Please check one:

   ☒ © [Artist's Name].
   ☐ © [Artist's Name]. Courtesy of the [Artist/Representative].
   ☐ © [Artist's Name]. Used by permission.
   ☐ Other. (Please specify)_____

4. **OWNERSHIP:** Artist/Representative will retain title to the Work and all intellectual property rights subject to the license granted to the GPAM in these Terms. Artist/Representative reserves all rights not grated under these terms.

5. **LIMITATION OF LIABILITY:** Under no circumstances will the GPAM or Artist/Representative be liable to the other party for any damages not expressly contemplated under these Terms, including but not limited to, consequential, special, or incidental.

6. **DURATION AND TERMIATION:**
   a. **DURATION:** Unless terminated early pursuant to this Section, these Terms and this Agreement will continue indefinitely.
   b. **TERMINATION:** Artist/Representative may terminate this Agreement for a material breach by the GPAM of any material obligation of these Terms and this Agreement; provided, however, that prior to such termination, Artist/Representative provides the GPAM with notice of such breach (including a description of the breach and the actions required to remedy the breach) and the GPAM has 90 days to cure the breach. The GPAM may terminate this Agreement at any time, for any reason, or no reason, upon written notice to the Artist/Representative.

7. **SURVIVAL:** Sections 5 and 8 will survive the termination of this Agreement for any reason.

8. **GENERAL:** This Agreement and these Terms may be amended only by a writing clearly setting forth any amendment and signed by both parties. These parties are not independent contractors and partners, joint venturers, agents, or employer/employee of the other. Should any of the provisions of this Agreement be found unenforceable, the other provisions will be unaffected and will remain in full force and effect. These Terms and this Agreement will be governed and interpreted by Nebraska Law. The parties consent to the exclusive jurisdiction of the courts located in Nebraska. These Terms, this Agreement, and all these provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

9. **COMPLETED FORMS:** Return completed form to Museum Registrar, Great Plains Art Museum, 1155 Q Street, P.O.Box 880214, Lincoln, Nebraska, 68588-0250.