



## The 2017 Polaris RZR Mint 400 presented by BFGoodrich Tires Media License Agreement

This letter confirms the agreement of The Mint 400 INC and the recipients/signatories to this document ("Licensee") concerning permission to write Copy (stories), shoot Photography, ("Event Photos") and capture/record video footage ("Event Footage") of and at – "The 2017 Polaris RZR Mint 400, presented by BFGoodrich Tires" festivities (held Wednesday, March 1st – Friday, March 3rd in Las Vegas, Nevada) AND race, (Saturday, March 4th in Jean, Nevada), hereafter referred to as (the "Event").

**1. LICENSE FEES AND LICENSE RIGHTS.** The Mint 400 INC hereby grants to Licensee a non-exclusive, non-assignable license to write Copy (stories), shoot Photography, and capture Video and/or Film Footage of the Event for EDITORIAL and TEAM use. This license is GRATIS, (free). Additional costs may be required by BITD and the BLM.

**EDITORIAL:** Photography and video footage / clips used for online media, or print publications with Copy (stories), that describe The 2017 Polaris RZR Mint 400, presented by BFGoodrich Tires "Event".

**TEAM:** Copy (stories), Photography and/or video footage / clips used for online (Team Website / Team Blog / Team YouTube Page / Team Vimeo Page) that describe or showcase the TEAM'S attendance, competition in, and/or results of, The 2017 Polaris RZR Mint 400, presented by BFGoodrich Tires "Event".

**2. PRESENTATION OF CONTENT.** Licensee shall adhere to the following guidelines when presenting, distributing, and/or publicly displaying any Copy (stories), Photos, and/or Video/Film Footage or "Clips" of the Event:

Copy (stories) written about the 2017 Mint 400 event shall use the official designation of: "The 2017 Polaris RZR Mint 400, presented by BFGoodrich Tires" and include the official Mint 400 website: [www.themint400.com](http://www.themint400.com) and/or the official Mint 400 Facebook page: [www.facebook.com/themint400](http://www.facebook.com/themint400)

Where possible, please include the official Mint 400 artwork, available at: [www.themint400.com/downloads](http://www.themint400.com/downloads)

\*Please do not use photos from previous years events (2011/12/13/14/15/16) when writing about the 2017 Mint 400. Photos from the 2017 Mint 400 are available to ALL media upon request.

All photos (Photography) taken at The 2017 Polaris RZR Mint 400, presented by BFGoodrich Tires, and published online or in print, must contain "2017 Mint 400" in the title of photo. Wherever possible, please also include "2017 Mint 400" in the photo description, and please include "2017 Mint 400" in the meta tags. Additional photos from the 2017 Mint 400 are available to ALL media upon request.

All Video Clips produced from Footage captured at The 2017 Polaris RZR Mint 400, presented by BFGoodrich Tires and published online or via DVD – (any digital video format), must include the official "Mint 400 Logo", available at: [www.themint400.com/downloads](http://www.themint400.com/downloads). Ideally the logo should be displayed at the beginning of your video for five seconds. PLEASE do NOT alter the logo in any way – color, shape, size, OR crop the official Polaris RZR and BFGoodrich Tires sponsor logos! If you need assistance placing the 2017 Mint 400 logo into your project please contact us directly: [caleb@madmedia.com](mailto:caleb@madmedia.com)

Please be sure to add the official name to your title and description.

EXAMPLE: "Riot Racing at The 2017 Polaris RZR Mint 400, presented by BFGoodrich Tires"



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Please also include the official Mint 400 website: [www.themint400.com](http://www.themint400.com) and/or the official Mint 400 Facebook page: [www.facebook.com/themint400](https://www.facebook.com/themint400) in the description of your video. For YouTube – please include the following TAGS: themint400, mint400, mint 400, 2017mint400, Polaris, Polaris RZR, XP1000, BFGoodrich Tires, polarisrzrmint400, miss mint, missmint, missmint400, 2017missmint

Licensee agrees to use the Event Photos and Footage only as permitted in the above described manner and will not sell, transfer or assign, or broadcast them on television, internet or any other means of public distribution in any way without the written permission from The Mint 400.

### **Examples of usage NOT granted in this document - that require additional licensing/permission:**

**COMMERCIAL USE:** A product or service sponsor of a TEAM, the EVENT, or any endemic or non-endemic company – may not use Copy (stories), Photography, or Video/Film Footage for commercial advertising, in any format, from the festivities and/or Event, without additional licensing arrangements and permission from The Mint 400 INC. Example: Photo taken from The Mint 400 used to sell/advertise a suspension kit, in an off-road magazine.

**3RD PARTY LICENSING:** Copy (stories), Photography, and/or Video/Film Footage from the festivities and/or Event may not be sold or transferred to a 3rd party licensing company such as Getty Images, iStockPhoto, Shutterstock, and/or any other “stock” reseller, without express written permission from The Mint 400 INC.

**3. USE OF MEDIA BY THE MINT 400.** Upon request, the Licensee shall furnish The Mint 400 INC with the highest resolution copies of the Copy (stories), Photography (photos), and Video/Film Footage of the Event. The Mint 400 shall pay all reasonable costs associated with receiving such assets, (shipping/handling). Licensee agrees to provide such assets in a timely manner. The Mint 400 INC shall retain the right to use any/all Copy (stories), Photography (photos), and Video/Film Footage recorded/captured by the Licensee, at the Event for any purpose, including the inclusion in The 2017 Polaris RZR Mint 400 television program, DVD, digital download, YouTube page, Facebook page, Instagram page, Twitter feed, etc... Where possible, The Mint 400 INC agrees to credit the Licensee by name, provided that such credit is reasonably and artistically feasible.

Licensee assumes all risks to their person and property in connection with their presence at the Event and recording of Event and assumes full responsibility for its use of the Event Copy, Event Photography, and Event Footage, and will indemnify and hold harmless The Mint 400 INC, The Best in the Desert Racing Association, the Bureau of Land Management, and Mad Media LLC (including their officers, directors, members, employees, assignees, and agents) against all claims, lawsuits, demands, damages, loss, liability, or expenses (including reasonable attorney's fees) arising out of Licensee's presence or activities at the Event or use of the Event Copy, Event Photography, and Event Footage.

The terms in this contract shall supersede any/all contracts or agreements previously agreed to, by the Licensee with The Best in the Desert Racing Association, the Bureau of Land Management, any 2017 Mint 400 Race Team, or 2017 Mint 400 Sponsor, including their employees, or assignees.



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**4. MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes any prior understandings, agreements or representations by or among them with respect to its subject matter. This Agreement may be amended only by a written instrument signed by both parties. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

THANK YOU FOR SUPPORTING THE MINT 400!  
Questions? Concerns? Contact us: [josh@themint400.com](mailto:josh@themint400.com) // 619-921-9196

By signing below, you agree that you have read, acknowledge and will comply with the attached Media License Agreement, and the terms and conditions contained within, for the “2017 Polaris RZR Mint 400, presented by BFGoodrich Tires”.

PLEASE PRINT LEGIBLY!

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