

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**MUSIC COPYRIGHT LICENSE AGREEMENT
BETWEEN FORT BEND COUNTY AND UNITED SOUND ARTS, INC.**

THIS AGREEMENT ("Agreement") is entered into by and between **Fort Bend County**, ("County"), a body corporate and politic under the laws of the State of Texas, and **United Sound Arts, Inc., TA/Kimbo Educational** ("Licensor"), a company authorized to do business in the state of Texas, hereinafter referred to collectively as "Parties."

RECITALS

WHEREAS, Licensor owns the copyright, publishing rights and all other related rights in and to certain Music owned by Kimbo Educational;

WHEREAS, County desires to obtain certain rights to use the music for county business on behalf of the Fort Bend County Libraries; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Grant of License.** Licensor owns the copyright rights to "KIM9096CD Diaper Gym CD, Track 3 Wiggles and Giggles" ("Music"). In accordance with the terms of this Agreement, Licensor hereby grants to County, the right, license and privilege to use the above-referenced Music in the Fort Bend County Library's online programming, including the use in live and recorded story times for a period of 62 days from date of the execution of this Agreement.
2. **Term.** This Agreement shall become effective on July 1, 2020 and shall terminate on September 1, 2020, unless terminated sooner in accordance with the terms of this Agreement. This Agreement shall not automatically renew, but may be renewed upon written agreement of the parties. Upon the expiration of the Agreement, County shall remove the Music content from all social media platforms.
3. **Compensation.** Licensor agrees that Licensor is not charging County any fees for grant of this license and Licensor shall not be entitled to and shall not receive any compensation for grant of the license under the terms of this Agreement.

4. **Limit of Appropriation.** Licensor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that the County shall have available the total maximum sum certified as available by the Fort Bend County Auditor specifically allocated to fully discharge any and all liabilities the County may incur.
5. **Indemnity.** LICENSOR SHALL INDEMNIFY AND DEFEND FORT BEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY BREACH OF ANY REPRESENTATION MADE BY THE LICENSOR HEREIN CONCERNING THE OWNERSHIP AND/OR USE OF THE MUSIC.
6. **Modification.** The Parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
7. **Termination for Convenience.** Either party may terminate this Agreement at any time upon thirty (30) days written notice.
8. **Rights and Obligations.** Licensor reserves unto itself all rights of every kind and nature except those specifically granted to County herein. Unless expressly authorized by Licensor in writing, County shall not reproduce, distribute, sale, decompile, reverse engineer, or otherwise misappropriate the Music for any reason.
9. **Texas Government Code Section 2252.152 Acknowledgment.** By signature below, Licensor represents pursuant to Section 2252.152 of the Texas Government Code, that Licensor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153.
10. **Applicable and Governing Law.** The laws of the State of Texas govern all disputes arising out of or relating to the Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to the Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
11. **Conflict.** In the event there is a conflict between this Agreement and any attachments hereto, this Agreement controls to the extent of the conflict.
12. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
13. **Understanding, Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

{EXECUTION PAGE FOLLOWS}

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Agreement and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

LICENSOR: UNITED SOUND ARTS, INC.

KP George
County Judge

James Kimble
Authorized Agent - Signature

Date

James Kimble
Authorized Agent- Printed Name

ATTEST:

President
Title

Laura Richard
County Clerk

6-24-20
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor