

ARTIST LICENSE AGREEMENT

This Agreement ("Agreement") is entered into on _____, 2017, (the "Effective Date") between Marriott International, Inc., having its principal place of business at 1400 Fernwood Road Bethesda, Maryland 20817 ("Marriott") and [INSERT NAME] ("Artist"), with an address at [INSERT ADDRESS].

Background

A. Marriott directly or indirectly owns, manages and franchises hotel, resorts, timeshares, residential and other transient-stay properties under Le Méridien Hotels & Resorts brand ("Le Méridien Hotels");

B. Marriott has commissioned Artist to create two-hundred (200) images that celebrate the glamour of travel inspired by Le Méridien Hotels heritage and/or the "romance" of what travel once was (the "Photographs");

C. In connection therewith, Marriott has requested that Artist grant Marriott a worldwide license to showcase the Photographs on digital screens in the lobbies of all Le Méridien Hotels globally (the "Video Art Programme"), as well as throughout additional brand and Le Méridien Hotel channels. Artist has agreed to grant Marriott a worldwide license to showcase the Photographs in connection with Le Méridien's Video Art Programme, as well as throughout additional brand and Le Méridien Hotels channels, in accordance with the terms and conditions set forth below.

Agreement

In consideration of the Background which is incorporated by reference, the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be bound legally, the parties agree as follows:

1. **Video Art Programme.** Artist acknowledges and agrees that the Photographs shall be showcased as part of a video art reel (the "Video Art Reel") on digital screens (the "Video Art Screens") in the lobbies of Le Méridien's Hotels globally in connection with Le Méridien's Video Art Programme. The Video Art Reel comprises artwork in the form of photography or video shown on a reel of approximately five-hundred (500) images created by multiple artists commissioned by Le Méridien for two (2) minutes or less in a loop. Le Méridien shall develop and be responsible for the creation of the Video Art Reel, whereas Artist is responsible for all expenses incurred in connection with the creation of the Photographs and for delivering the Photographs in the desired format. Le Méridien shall retain ultimate approval on the creation of the Video Art Reel.

2. **License Grants.**

(a) **The Photographs.** For the Term of this Agreement, Artist grants Marriott a fully-paid, royalty-free, exclusive, worldwide license to use, reproduce and display the Photographs on the following global

Le Méridien brand and Le Méridien Hotels' marketing channels in conjunction with the Le Méridien brand and its initiatives, including, but not limited to:

- (i) the Video Art Programme;
- (ii) Online: branded or program affiliate websites and internet portal pages at Le Méridien Hotels, social media channels, digital collateral or signage;
 - For reference, examples of channels and usage of Photographs include landing pages, invitations, posts on Le Méridien Instagram feed, and digital frames at reception desks.
- (iii) Offline: collateral or signage (print), key card design;
 - For reference, examples of channels and usage of Photographs include printed brochures or inserts, event invitations, and key cards designs.
- (iv) Other: press outreach for digital and print outlets; SPGTV (hotel TV channel)
- (v) Le Meridien shall have the right to use any and all Photographs across all marketing channels at a frequency and cadence of its choosing through the end of the Term.

(b) Artist Likeness. For the Term of this Agreement, Artist grants Marriott a fully-paid, non-exclusive, worldwide license to use, display and transfer, Artist's name/likeness, in connection with the Video Art Programme and in marketing and promotional materials for Le Méridien Hotels, which materials may take the form of: direct mail, content on Le Méridien branded or program affiliate websites (defined as lemeridien.com, spg.com, and the Le Meridien and Marriott Preferred Guest social media channels), in-room collateral such as key cards or heart of house posters, printed communications, email blasts, press releases, and in-room television channel, subject to Artist's prior review and approval.

3. Trademarks.

(a) Artist recognizes and acknowledges that its rights under this Agreement shall not confer upon Artist any right in, or the right to use without Marriott's prior written consent (in its sole discretion), any of the trademarks and trade names of Marriott or its affiliates, (collectively, the "**Marriott Trademarks**") and then only for purposes of performing the services. Artist acknowledges the exclusive ownership and rights of Marriott or its affiliates in the Marriott Trademarks, including that "Marriott" is a federally registered trademark of Marriott International, Inc. Artist agrees that it will not use the Marriott Trademarks without Marriott's prior written consent (in its sole discretion) and that any use of the Marriott Trademarks by Artist and the goodwill associated therewith will inure to Marriott's benefit. Artist agrees not to contest Marriott's exclusive ownership thereof, or the validity and registrations thereof. Artist further agrees not to infringe upon any and all Marriott Trademarks and to provide reasonable commercial cooperation with Marriott in preventing any acts of infringement or unfair competition with respect to any Marriott Trademark, but Marriott shall have sole control over all actions and legal proceedings to suppress infringement of and unfair competition with respect to the Marriott Trademarks. Upon the termination or expiration of this Agreement, any Artist use of the Marriott Trademarks shall immediately cease.

(b) Artist shall affix an appropriate trademark notice to any image, logo, mark, or other word or device as directed by Marriott for which trademark protection may be claimed by Marriott or its subsidiaries or affiliates. In no event shall Artist alter, supplement or distort in any way any Marriott Trademark for which permission to use may have been granted.

(c) Artist acknowledges that its breach or threatened breach of this paragraph will result in immediate and irreparable damage to Marriott and that money damages alone may be inadequate compensation, therefore, Marriott may, in addition to other remedies, immediately seek, and if obtained, enforce injunctive relief restraining the breach or threatened breach or compelling specific performance.

4. **Benefits.** Marriott shall provide Artist with the following benefits:

(a) Exposure at Le Méridien Hotels. The Photographs shall be incorporated into the Video Art Reel and showcased on Video Art Screens across Le Méridien Hotels globally (100+ with potential to increase). Artist's name shall appear on a plaque or digital frame located next to the Video Art Screens or Le Méridien Hotel reception desk, identifying Artist as part of the Video Art Programme, along with other participating artists.

(b) Exposure on lemeridien.com. Marriott shall create a dedicated section or microsite on lemeridien.com to promote the artists (in alphabetical order) associated with the Video Art Programme (the "Co-Branded Page"). The Co-Branded Page shall: (i) include Artist's biography and overview of the Video Art Programme; (ii) feature samples of the Photographs, (iii) include link to Artist's portfolio or brand website; (iv) include link to Artist's social media channel (i.e., Instagram). The design and final appearance of the Co-Branded Page shall be subject to Artist's prior written approval, not to be unreasonably withheld;

(c) Video Vignette Series: At Le Méridien's discretion and with Artist's approval, Le Méridien and Artist shall collaborate on the production of a video vignette series showcasing the creation of the Photographs (the "Video Vignette Series"). All costs associated with the filming and production of the Video Vignette Series shall be funded by Le Méridien, including all travel and out of pocket expenses incurred by Artist in connection therewith ("Out-of-Pocket Expenses"); provided, that, Out-of-Pocket Expenses or other additional costs may not be charged to Le Méridien unless they were pre-approved in writing by Le Méridien. Le Méridien will reimburse Artist for meal expenses in connection with any travel up to the amount of \$100.00 per day. This Video Vignette Series is considered separate from the Video Art Reel, yet may be featured in the Video Art Reel if the content is appropriate. The Video Vignette Series to appear on the Global brand and Le Méridien property marketing channels set forth in Section 2(a).

(d) Public Relations & Events: At its discretion, Le Méridien shall issue an announcement or alert for media announcing updates to the Video Art Programme and associated artists. Le Méridien also reserves the right to hold an event whereby media attend to learn more about the Video Art Programme. If applicable, Le Méridien shall cover associated costs within reason with regard to bringing Artist to a brand endorsed media event. For purposes of clarity, Out-of-Pocket Expenses or other additional costs may not be charged to Le Méridien unless they were pre-approved in writing by Le Méridien. Le Méridien will reimburse Artist for meal expenses in connection with any travel up to the amount of \$100.00 per day..

(e) **Additional Opportunities:** Le Méridien reserves the right to contact Artist for additional projects or artwork commissions related to or separate from the Video Art Programme. Project terms will be finalized under a separate agreement.

Subject to any limitations expressed above, the timing and content of all promotional materials will be in Marriott's sole discretion. Artist will provide Marriott with any materials that need to be provided pursuant to this Agreement in accordance with the communicated time frames, all such materials will be subject to Marriott approval.

5. **Exclusivity.** During the Term, Artist agrees that he/she shall not enter into an agreement with another hotel or resort company whereby Artist would permit his/her artwork to be displayed in a similar digital format (Video Art Reel) or program (Video Art Programme), in such hotel or resort, without the prior written approval of Marriott, which approval may be withheld in Marriott's sole discretion.

6. **Term.** The term of this Agreement shall commence on the Effective Date and conclude on December 31, 2019. Upon expiration or termination of this Agreement, Artist consents to Marriott's use of Artist's name/likeness for internal use (e.g. research, intranet, archival, internal meetings, pitch decks, brand books), and in connection with a retrospective of the Video Art Programme.

7. **Termination.** Marriott may terminate this Agreement as follows:

(a) If Artist fails to perform any of its obligations under this Agreement, Marriott shall give Artist written notice thereof, and if Artist fails to remedy such failure within five (5) business days of receipt of notice, this Agreement shall be terminated as of the fifth day.

(b) Marriott may, in addition, terminate this Agreement at any time during the term hereof upon five (5) business days' prior notice without cause without any termination fee or any other cost, charge or expense of any kind or nature.

(c) If Artist has not completed the services within any timeline or before any deadline specified, then Marriott shall not be obligated to pay any amounts that exceed the reasonable value of services received from Artist by the expiration or termination date. Marriott may, in its discretion, suspend performance of all or part of the Services during the termination notice period.

8. **Effect of Termination.** Within sixty (60) days of the termination or expiration of this Agreement, Marriott shall discontinue all use of the Video Art Reel and Artist's name/likeness, other than as expressly permitted in Section 6 herein.

9. **Relationship of the Parties.** The parties hereby agree that they are at all times acting as independent contractors who have entered into this Agreement on the terms and conditions set forth in the Agreement. Nothing in this Agreement shall be construed or deemed to create a relationship of employer and employee or principal and agent between Marriott and Artist (or Artist's personnel), or any joint venture, partnership or other fiduciary relationship, and Artist agrees that it shall not assert that the relationship with Marriott is other than an independent contractor relationship. This obligation shall survive any termination of this Agreement.

10. **Confidentiality.** Artist acknowledges and agrees that the tangible and intangible information obtained or developed in connection with the performance of this Agreement is deemed by Marriott and shall be considered to be confidential and proprietary information (“**Confidential Information**”). Artist shall not disclose Marriott’s Confidential Information to any other entity or person without Marriott’s prior written consent. Artist shall not (i) make any use or copies of the Confidential Information except as required to provide the Services, (ii) acquire any right in or assert any lien against the Confidential Information, (iii) sell, assign, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information, or (iv) refuse for any reason to promptly return Confidential Information to Marriott if so requested. Upon termination of this Agreement, Artist shall promptly return or, if so requested, destroy any Confidential Information in its possession (including all copies thereof) or in the possession of any of its employees or agents. Artist agrees to notify Marriott promptly and in writing of any circumstances of which Artist has knowledge relating to any possession, use, or knowledge of any portion of the Confidential Information by any unauthorized person. This Section shall survive termination of this Agreement.

11. **Publicity.** Artist shall not create, publish, distribute or permit any written material which references Marriott or the Video Art Programme, without receiving the prior written consent of Marriott. For purposes of clarity, subject to Marriott’s prior written consent, Artist may reference Marriott/Le Méridien as a partner in its pitch decks and brand book.

12. **Warranties.** Artist represents and warrants that the services (i) shall be performed in a timely, professional, and workmanlike manner, in compliance with applicable industry standards and in accordance with the requirements of this Agreement; (ii) shall comply with applicable laws, rules, or regulations; (iii) shall not defame any third-party or violate or infringe upon the rights of third parties, including contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any trademark, copyright, patent rights, rights of droit moral or any other intellectual property rights; and (iv) to the extent consisting of deliverables, shall be technically correct and based upon Marriott furnished criteria and upon any other information or documents mutually agreed upon by the parties.

13. **Indemnification.** Artist shall defend, indemnify, and hold harmless Marriott, the Le Méridien Hotels, the entities that own and manage the Hotels, and all of the aforementioned entities’ respective subsidiaries, affiliates, officers, directors, agents, employees, representatives, successors and assigns (collectively the “**Marriott Indemnified Parties**”) from and against any and all actions, claims, suits, demands, judgments, losses, costs, expenses and/or damages (collectively “**Claims**”), including attorneys’ fees, arising out of or resulting from (a) any negligence or willful misconduct by Artist, or (b) any breach by Artist of any obligation, covenant, representation or warranty of Artist under this Agreement. The foregoing indemnification obligations shall not apply to the extent of Marriott’s sole negligence or willful misconduct. The provisions contained in this paragraph shall survive the termination of this Agreement.

14. **Limitation of Liability.** Artist acknowledges and agrees that neither the directors nor the officers, employees, affiliates, representatives or agents of Marriott or of the owner or manager of any Le Méridien Hotel or of any of their respective affiliates shall ever be personally liable to Artist for any debts or liabilities arising under or related to this Agreement.

15. **Consequential Damages.** IN NO EVENT SHALL MARRIOTT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF IT HAS BEEN NOTIFIED OF THE POSSIBILITY OF SAME. This Section shall survive termination of this Agreement.

16. **Taxes.** Artist is responsible for payment of any taxes (including all federal, state and local employment taxes) applicable to Artist's performance under this Agreement.

17. **Entire Agreement; Amendments.** This agreement supersedes any other agreements, either oral or written, between the parties hereto with respect to the services and license as stated herein, and contains all the covenants and agreements between the parties with respect to the rendering of the services described therein. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

18. **Compliance with Laws.** Artist shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Le Méridien Hotel premises in performing its obligations under this Agreement.

19. **Assignment.** Artist shall not assign this Agreement or any part hereof without the prior written consent of Marriott.

20. **Notices.** Notices and other communications under this Agreement must be (i) in writing; (ii) delivered by hand against receipt, by certified mail, postage prepaid, return receipt requested or by a recognized overnight delivery service and (iii) addressed as provided below or at any other address designated in writing by the party receiving the notice. Any notice will be deemed received when delivery is received or refused at the address listed below or the other address designated in writing.

If to Artist:

[Artist Address]

If to Marriott:

Marriott International, Inc.
417 Fifth Avenue
10th Floor
New York, NY 10016
Attn: Amanda Wilson

With copy to:

Marriott International, Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Law Department/BMSC

21. **Governing Law.** The terms, provisions and conditions of this Agreement shall be governed by the laws of the State of Maryland without giving effect to any conflict-of-law principles that would result in

application of any other state's laws. Any litigation filed by either party against the other arising out of or related to this Agreement or the Services shall be filed exclusively in the United States District Court for the District of Maryland or, if federal subject matter jurisdiction is lacking, in the Circuit Court of Montgomery County Maryland or the District Court of Maryland in Montgomery County. The parties hereby consent to the personal jurisdiction of such courts and waive any objection based on venue or the doctrine of *forum non conveniens* to any such action being filed in any such court.

This Agreement is signed and agreed to by each party in acceptance of the terms and conditions contained herein.

MARRIOTT INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

ARTIST

By: _____

Name: _____

Title: _____