

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager on behalf of the City of Lowell to enter into a Temporary License Agreement with Mark Van Der Hyde, to use City owned artistic images for the sale of merchandise and for public exhibition dedicated to the history of branding and design of the City of Lowell, MA.

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

Authorizing the City Manager on behalf of the City of Lowell to enter into a License Agreement with ark Van Der Hyde, to use City owned artistic images for the sale of merchandise and for public exhibition dedicated to the history of branding and design of the City of Lowell, pursuant to the terms and conditions of the License Agreement.

Said License shall be in accordance with the form, or substantially the form, attached hereto.

V:licagree:temp

TEMPORARY LICENSE AGREEMENT

This Agreement for a Temporary License is by and between the City of Lowell (hereinafter referred to as the City), 375 Merrimack Street, Lowell MA 01852 and Mark Van Der Hyde (hereinafter Licensee), 50 Camden Street, Dracut, MA 01826.

The City is the owner of certain artistic images, which are more fully described in Section 1 of this Agreement; and

Licensee desires to use the above referenced images in a public art project and donate any proceeds from their use to the City of Lowell for design education;

NOW, THEREFORE, City hereby grants such use subject to the following terms and conditions:

1. The City grants the licensee the nonexclusive use of the images attached at Exhibit A.
2. The Licensee is permitted to use the images in Exhibit A solely for creating the following merchandise in connection with Licensee's public art project: t-shirts, sweatshirts, coffee mugs, posters and tote bags. Any additional merchandise items must be approved by the City in writing.
3. The permission granted to licensee to use the images as described herein is nontransferable and non-assignable.
4. The City retains all copyrights attached to the images in Exhibit A, as well as any other rights which may not be detailed in this agreement.
5. The Licensee is not permitted to alter the licensed images in any way.
6. All proceeds from the sale of merchandise utilizing the images in Exhibit A shall be donated to the City of Lowell School Department, and shall be directed to the Lowell High School Graphic Design Club. Licensee shall make this donation in one lump sum, at the termination of all sales.
7. In the event the City is sued in a court of law or equity, or demand is made upon the City, the Licensee shall indemnify the City, and its respective officers, agents and employees, from any and all claims arising out of Licensee's exercise of rights under this agreement.
8. This license is limited in term and shall expire one year after the execution of this agreement. Upon expiration of this agreement, no further merchandise shall be created using the images in Exhibit A, or any other images owned by the City.

9. The City reserves the right to terminate this license agreement at any time, for any reason upon written notice thereof to the Licensee at the Licensee's address noted below.

10. Notice and communication between the parties shall be directed to the following:

City:

Christine McCall
Department of Planning and Development
375 Merrimack Street
Cmccall@lowellma.gov
Lowell, MA 01852

Licensee:

Mark Van Der Hyde
50 Camden Street
Dracut, MA 01826

Branding Lowell Exhibit

Witness

By: _____
Mark Van Der Hyde

APPROVED AS TO FORM:

CITY OF LOWELL

Christine P. O'Connor
City Solicitor

Kevin J. Murphy
City Manager

COMMONWEALTH OF MASSACHUSETTS





Middlesex, ss.

On this _____ day of _____, 2018, before me the undersigned Notary Public, personally appeared Kevin J. Murphy, City Manager, proved to me through satisfactory evidence of identification, which was Notary's personal knowledge of the individual, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



My commission expires: _____, Notary Public

vote:lic

1974  Lowell Historic Canal District Commission	1974  Lowell Bicentennial-Sesquicentennial Commission	1979  Bumper Stickers Lowell Chamber of Commerce (no relation to current Chamber org)	1996  Flowering Cities (Human Services Corp.)
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1997  Gateway Icons Lowell DPD	1998  There's a lot to like... City of Lowell	1999  Lowell Historic Board	2009  Alive. Unique. Inspiring. City of Lowell
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2014  Cambodia Town Marketing Lowell DPD	1826 – Present  Various City Seals City of Lowell	2014  #Lowell Lowell DPD/Lowell Plan
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2014  Sustainable Lowell 2025	2017  The Millyard Lowell DPD
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Branding Lowell

Lowell High Fundraiser Artwork Listing

Above is a selection of City owned, or City Commission owned, artwork. This art will be featured in the exhibit.

These will also potentially be featured on fundraising merchandise. Those that would for sure be used are **highlighted**.

As of 12/18/17, planned merch includes: t-shirts, hoodies, and coffee mugs. It may extend to other merch types provided by teespring.com

"A"



Diane N. Tradd
Assistant City Manager/DPD Director

R. Eric Slagle
Director of Development Services

Shaun Shanahan
Building Commissioner

February 27, 2018

City Manager Kevin J. Murphy
Mayor William J. Samaras
Members of the City Council

Re: License Agreement-Branding Lowell Exhibit

Dear Mr. Manager, Mayor Samaras and Members of the City Council:

The attached License Agreement Vote would grant Mark Van Der Hyde to use City owned artistic images for the sale of merchandise and for public exhibition dedicated to the history of branding and design of the City of Lowell. The public exhibit launches on March 24, 2018 and will be shown simultaneously at the Mogan Cultural Center and Mill No. 5. All proceeds from the sale of merchandise utilizing City owned images shall be donated to the Lowell High School Graphic Design Club.

Yours very truly,

R. Eric Slagle
Director, Development Services

cc: Christine McCall, Senior Planner