

AGREEMENT BETWEEN
THE DEADWOOD HISTORIC PRESERVATION COMMISSION AND
MACROVISION, LLC

This Agreement, dated this ____ day of _____, 2022, is by and between the DEADWOOD HISTORIC PRESERVATION COMMISSION, located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “HPC,” and MACROVISION, P.O. Box 111, Deadwood, South Dakota 57732.

WHEREAS, MACROVISION has agreed to sell raw video footage owned by MACROVISION and taken between 1980-2022 to the HPC; and,

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which MACROVISION shall sell its raw video footage to the HPC as set forth below; and

Based upon the representations and understanding above the parties agree as follows:

1. HPC shall pay MACROVISION the sum of Thirty and no/100s Dollars payable as follows:
 - a. \$15,000 paid to Macrovision on or before August 1, 2022
 - b. \$7,500 paid to Macrovision on or before March 1, 2023
 - c. \$7,500 paid to Macrovision on or before March 1, 2024
2. The raw video footage shall be delivered to HPC upon receipt of the first payment on or before August 1, 2022.
3. HPC shall acquire all rights in the raw video footage.
4. In the event HPC fails to remit payment pursuant to this agreement MACROVISION shall be entitled to all rights and remedies available pursuant to South Dakota law.
5. MACROVISION agrees to indemnify and hold harmless HPC and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, losses, costs, judgments, penalties, fines, claims or executions of any character, including attorney’s fees, court costs and other legal expenses, insurance deductibles, and all other expenses arising out of or relating to, directly or indirectly, from its acquisition of the raw video footage.
6. HPC agrees to indemnify and hold harmless MACROVISION and any of its officers, agents, and employees from any and all liabilities, actions, causes of

actions, losses, costs, judgments, penalties, fines, claims or executions of any character, including attorney's fees, court costs and other legal expenses, insurance deductibles, and all other expenses arising out of or relating to, directly or indirectly, from its acquisition of the raw video footage.

7. MACROVISION and HPC acknowledge that they have entered into a separate agreement for MACROVISION to digitize the raw video footage acquired pursuant to this agreement.
8. The agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral,
9. This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
10. The agreement may be amended only by written agreement of the parties.
11. All notices permitted or required under this agreement shall be in writing and shall be delivered in person or mailed by first class. Registered or certified mail, postage prepaid, to the address of the party specified in the agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
12. This agreement shall not be assigned by either party without the consent of the other party.

Dated this 29 day of June, 2022.

HISTORIC PRESERVATION COMMISSION

By: _____
Its: _____

On this ____ day of _____, 2022, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the Chairman of the Historic Preservation Commission, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

My Commission Expires: _____

By

Its:

On this 29 day of June, 2022, before me, the undersigned officer, personally appeared Grant Wellford, owner of Macrovision, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

(SEAL)



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