

RESOLUTION NO. _____

A RESOLUTION APPROVING A RELEASE AND SETTLEMENT AGREEMENT WITH RM MEDIA, LTD, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, R.M. Media asserts that an image for which it owns the copyright was posted to a page of the Kingsport Cultural Arts' website without proper licensing, more specifically the page is a community calendar where announcements of community partners are automatically posted; and

WHEREAS, While no city personnel were actively involved in the posting, federal copyright law places a burden on the operators of websites to ensure even third parties do not publish unlicensed works on the operator's website; and

WHEREAS, R.M. Limited, has extended an offer to resolve this alleged infringement for the sum of \$975 and execution of a release from any further claims concerning the post with neither party is admitting liability or fault as a condition of the release.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Release and Settlement Agreement with RM Media, LTD, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Release and Settlement Agreement with RM Media, LTD, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

RELEASE AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is entered into on August 19, 2026 ("Effective Date") by and between RM Media, LTD ("RELEASOR") and the City of Kingsport for its Renaissance Arts Center & Theatre ("RELEASEE") (the "Parties" or individually the "Party").

The Parties agree as follows:

1. The Parties acknowledge and agree that this Agreement is made in resolution to the RELEASEE's alleged unlicensed use of image(s) as referenced in the Exhibit(s) below ("Image(s)").
2. RELEASOR hereby represents and warrants that it has the exclusive rights in the settlement and resolution of the claims related to the alleged unlicensed use of the copyrighted Image(s) and that RELEASOR has no other claims regarding the Image(s).
3. RELEASEE hereby represents and warrants that the Image(s) have been removed from all webpage and file locations identified in Exhibit(s) below.
4. In consideration of the release and other consideration granted herein, RELEASEE will pay to RELEASOR the sum of \$975.00 by September 4, 2026. Upon Payment in full, RELEASOR will release RELEASEE from all copyright claims arising out of the use of the Images through the Effective Date.

Payments that are received more than 5 calendar days late will be assessed a \$40 late fee. Additionally, a reasonable annual interest rate of the maximum allowed in the State of Jurisdiction will be charged on overdue balances after 30 days.

5. Payment shall be made payable to "Higbee & Associates Client Trust Account" and delivered to 1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705. Payment may also be made online at <http://copyright.higbeeassociates.com/resolution>.

ADDITIONAL TERMS AND CONDITIONS

6. Except for the agreements, obligations, and covenants arising under this Agreement, the Parties will release the other Party from any and all claims arising from the copyright claims on the Image(s) through the Effective Date.

7. The Parties acknowledge that all terms of this Agreement are supported by legally sufficient consideration so as to make this Agreement binding and valid.

8. The terms of this Agreement are confidential; provided however, that each Party may disclose the terms of this Agreement, as necessary to enforce its terms, in response to valid legal process, as otherwise required by applicable law, or as reasonably necessary for a Party to fulfill its public duties, and may disclose such terms to its financial advisors and/or legal advisors.

9. The Parties warrant that they have read and understand the provisions of this Agreement and have full authority to execute and consummate the transactions contemplated by this Agreement.

10. This Agreement may not be modified or amended except by written agreement, signed by all Parties.

11. This Agreement, along with its terms and conditions will be binding upon and inure to the benefit of each of the Parties and to their heirs, executors, administrators, successors in interest and assigns.

12. The Parties acknowledge that if any provision or application of this Agreement is held invalid or unenforceable then any such provision will be deemed severed from this Agreement and the remaining provisions and applications of this Agreement will not be affected, but will remain valid and enforceable.

13. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflict of law principles, notwithstanding the fact that one or more counterparts hereof may be executed outside of such state, or one or more of the obligations of the Parties hereunder are to be performed outside of such state. Any suit, action or proceeding to determine, construe or enforce any provision of this Agreement, or the rights of any party hereunder, will be brought in the State of Tennessee, and the Parties agree that jurisdiction will lie therein.

14. Intentionally Omitted

15. This Agreement constitutes and contains the entire agreement between the Parties with respect to the alleged unlicensed use referred to in this Agreement and there are no other agreements, understandings or representations with respect to this subject matter, which are not expressly set forth herein.

16. This Agreement can be signed in counterparts.

Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of August, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY