

## Permission to Use Photographs

THIS Permission to Use a Photograph, dated June 21, 2024 (the “Agreement”), is between Lyon County Historical Society, a registered Minnesota nonprofit corporation (“Historical Society”) and the City of Marshall, Minnesota, a Minnesota municipal corporation (the “City”).

### RECITALS

**WHEREAS**, the City of Marshall’s Municipal Liquor Store, Tall Grass Liquor (“Tall Grass”), desires to enter into an agreement with Brau Brothers Brewing Company (“Brau Brothers”), for the purchase of beer from Brau Brothers to sell at Tall Grass beer manufactured by Brau Brothers and canned by Brau Brothers with City of Marshall specific images (“Marshall branded beer”);

**WHEREAS**, the City finds that entering into this agreement will further community of the City of Marshall, particularly for City sponsored events, including Sounds of Summer; and

**WHEREAS**, the City will not expend public resources for manufacturing or canning of the Marshall branded beer, other than budgeted funds for inventory at Tall Grass; and

**WHEREAS**, the City has identified the image of the historical City of Marshall train station maintained by Lyon County Historical Society (“Train Station Image” or “Image”) as representative of the City of Marshall and desires to use the image for one of the Marshall branded beers.

**NOW, THEREFORE**, in consideration of the promises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Copyright. The Historical Society recognizes that the Train Station Image, a copy of which is attached hereto as Exhibit A, represents an image that is a part of its historical archival collections and that the Historical Society has no information about ownership or restrictions on original copyright. The Parties understand that, as a historical archival image, the Lyon County Historical Society has registered copyright on the Image.
2. Length of Use. The Historical Society grants permission to the City, and its delegee Brau Brothers, for this one-project use to can Marshall branded beer from June 21, 2024 to June 30, 2025 only. The Historical Society retains all rights to images, footage or other content duplicated from their collections. The duplications may not be used for any purpose other than what is expressly defined in this Agreement.
3. Fees. The Historical Society agrees to grant permission to use this image pursuant to this Agreement with no charge to or fee paid by the City.
4. Credit. Credit must be given to the Historical Society on the can design and to the creator of the original work, if known. Credit must appear on or below the image.

5. Alteration of Image. Image may be cropped to suit design and layout, but must not be altered, colorized or drawn upon without a letter of permission in addition to this Agreement.

6. Mutual Indemnification. The Historical Society agrees to indemnify and hold harmless the City for infraction of copyright laws, invasion of privacy or any other improper or illegal use that may arise from reproduction of the Image. Requestor assumes full and sole responsibility for the use of the duplication and shall pay and indemnify and hold the Historical Society and its agents harmless from and against all claims, damages, losses, costs, expenses, and liabilities of every kind (including attorneys' fees) arising out of the requestor's breach or alleged breach of this Agreement.

7. Notice. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international courier service, or (b) five (5) Business Days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each complete set of which, when so executed and delivered by all parties, shall be an original, but all such counterparts shall together constitute one and the same instrument. Facsimile or electronic signatures on this Agreement shall be as effective and binding as original signatures.

9. Governing Law. This Termination shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the City and the Historical Society have caused this Agreement to be executed as of the date and year first written above.

**CITY OF MARSHALL, MINNESOTA,**

By: \_\_\_\_\_  
Robert Byrnes  
Its: Mayor

By: \_\_\_\_\_  
Steven Anderson  
Its: City Clerk

**LYON COUNTY HISTORICAL SOCIETY,  
MINNESOTA,**

By:   
Jennifer Andries  
Its: Executive Director

EXHIBIT A: IMAGE

