

# Horse Races Now Content Agreement

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This Agreement between Horse Races *NOW!* ("HRN"), and \_\_\_\_\_, a racetrack(s) located at \_\_\_\_\_ in the city of \_\_\_\_\_ and State/Province of \_\_\_\_\_, hereafter referred to as "Racetrack", made this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WHEREAS, HRN is a software application for devices (mobile phones, tablets, PC's, game consoles) dedicated to providing information to current horseracing fans, potential new fans, trainers and other interested parties on a no charge to consumer's model basis;

WHEREAS, Racetrack hereby gives the Display Right to HRN for Display of information of Racetrack. Display Right herein defined as displaying the LIVE Horse Races, replays dating back seven years and data information about the Racetrack without royalty or fee owed to Racetrack by HRN;

WHEREAS, the Racetrack desires to permit such access by HRN for the purpose and under the conditions described below;

IT IS THEREFORE AGREED AS FOLLOWS:

Racetrack authorizes HRN to access, without royalty or fee owing to the Racetrack by HRN live video, replays of races dating back seven years and data about the Racetrack under the following terms and conditions:

- a) HRN shall market for the purposes of developing new fans for the horse racing industry.
- b) HRN acknowledges the Racetrack is not responsible for providing the access to the live racing and replays, nor will they incur any costs related to the storage or delivery of the video to HRN application, all of which will remain the responsibility of HRN.
- c) HRN acknowledges the Racetrack is the owner of the Racetrack's races and the Racetrack's trademarks and copyrights associated therewith. HRN acknowledges it will take no actions, w h i c h will impair these rights.
- d) HRN shall indemnify the Racetrack and hold the Racetrack harmless against all loss or damage to the Racetrack as a result of claims of third parties caused by HRN actions under this agreement.
- e) This agreement shall be for a term of one year from the date hereof. The term of this agreement will be automatically renewed at the end of the term for successive additional annual terms, unless either party gives notice to the other party in writing at least ninety (90) days prior to the expiration of any annual term that the agreement will not be renewed.
- f) This agreement may not be assigned by HRN without the express written consent of the Racetrack.
- g) Nothing in this agreement shall be deemed to create a partnership or joint venture between HRN and the Racetrack. Neither party shall be deemed an agent for the other with regard to any actions taken under this agreement.

HORSE RACES *NOW!*

RACETRACK

By \_\_\_\_\_ date \_\_\_\_\_

By \_\_\_\_\_ date \_\_\_\_\_