

CHUTE TERMS & CONDITIONS FOR CONTENT PROVIDERS TO THE CITY OF MORRO BAY

By replying to the City of Morro Bay's consent request to participate in Chute (content aggregation tool) with the hashtag #yesMORROBAY, you agree to these Terms and Conditions. The organization the City of Morro Bay (City), doing business as morrobay.org, also agrees to abide by these Terms and Conditions.

The City may terminate its use of your Content, as defined below, at any time at its sole discretion. Any exceptions to the Terms and Conditions or deviations therefrom, must be agreed to in writing by the City.

ALLOWABLE PARTICIPANTS

You must be 18 years of age or older and have the legal right to enter into this agreement and to grant any and all rights to your user generated content (Content), without limitation, in the form of original photography, video, audio, or text, or any combination of these forms. You represent and warrant that you have the sole authority and right to grant such rights in your Content and that no competing rights therein exist.

NON-CONFIDENTIALITY

You understand and agree that your Content will be publicly displayed and it will not be treated in confidence. In fact, many people from around the world will be able to view your Content and by replying to the organizations' (see above mentioned) request for consent you provide the organizations' (see above mentioned) with the right to use and share your Content on their current or future websites including but not limited to morrobay.org, in all of their social media channels including, but not limited to, Facebook, Twitter and Instagram, and in all their advertising and marketing including, but not limited to, print and digital as well as in printed brochures.

MORRO BAY CA

RIGHTS TO USER GENERATED CONTENT

By replying to the City's consent request to participate in Chute (content aggregation tool) with the hashtag #yesMorroBay, you are agreeing to these Terms and Conditions. You grant the City, and each of its officers, employees and agents a perpetual, transferable, non-exclusive, worldwide license to: (a) use, copy, transmit, distribute, reproduce, modify, create derivative works from, adapt, combine with other ideas or works, publish, translate, publicly perform, publicly broadcast and publicly display your Content (or any modification thereto) in whole or in part, in any format or medium now known or later developed without limitation; and (b) use, display, reproduce, modify, create derivative works from (and permit others to do these same things) your Content in any manner and for any purpose, including and without limitations: marketing, advertising, commercial or promotional purposes that Morro Bay CA or their affiliate agents deem appropriate.

You agree you are solely responsible for your Content. The City is not required to host, display, or distribute any Content on or through their Websites and may remove Content at any time or refuse Content for any reason. Morro Bay CA is not responsible for any loss, theft, misuse or damage of any kind to your Content. By replying to Morro Bay CA's consent request to participate in Chute (content aggregation tool) with the hashtag #yesMorroBay, you represent and warrant that:

You are at least 18 years of age, you have the legal right to enter into this agreement and you are not impersonating anyone else.

You own all rights in and to your Content including without limitation, all rights to the text, photography, graphics, audio, video and/or digital recording and performance and any other materials/elements contained in your Content (if any) and/or you have acquired all necessary rights to the materials/elements appearing in your Content to enable you to grant the same rights to Morro Bay CA as described herein and no competing rights in the same exist.

Your Content is wholly original and does not infringe on the copyright, trademark, patent, trade secret or any other intellectual property rights, privacy rights, or any other legal or moral rights of any third-party individual or entity.

You agree to release and allow all creative license and creative treatment in the use and production of your Content at the discretion of Morro Bay CA and its affiliate agents.

You voluntarily agree to waive all “moral rights” that you may have to your Content.

Any information contained in your Content is not known to you to be false, inaccurate or misleading. Your Content does not violate any law, ordinance, or regulation.

You were not and will not be compensated or granted any consideration by the organizations (see above mentioned) or any third-party for submitting or use of your Content.

Your Content does not incorporate materials from a third-party website, copyright protected materials or personally identifiable information of anyone other than yourself.

Your Content does not reflect negatively in any way upon San Luis Obispo County, Morro Bay CA or their marketing, advertising, commercial or promotional efforts.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless the organizations (see above mentioned) and each of their officers, employees and agents from and against any and all claims, demands, liabilities, damages, losses, costs, expenses or fees (including reasonable attorney’s fees) that such parties may incur as a result of or arising from or in connection with your breach of any of these terms and conditions. The organizations (see above mentioned) reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with the organizations’ (see above mentioned) defense of such claims.

You agree to irrevocably release and forever discharge the organizations (see above mentioned) and each of their officers, employees and agents from any and all actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against the organizations (see above mentioned) and each of their officers, employees and agents, without limitation, resulting from the use of your Content or anything contained therein.

MODIFICATIONS TO THESE TERMS AND CONDITIONS

The organization (see above mentioned) may, at its sole discretion, change these Terms and Conditions at any time. Any such changes will be posted on morrobay.org or otherwise communicated to you along with the new effective date.

LINKING, CRAWLING, AND ARCHIVING

If you would like to link to the Website(s) of the City, then you must comply with the following guidelines:

You must not incorporate any content from these sites into your site or social media channels by in-linking, framing or creating other browser or border environments around the Website Content. You may only link to, not replicate, the Website Content of the organizations (above).

You may not use any City trademark, logo, design or service mark in your links.

You may not create the appearance of a relationship or affiliation with the City.

Your site or social media channels may not contain offensive, distasteful, illegal or inappropriate Content.

If you would like to use a web crawler or other search tool to gather information from the City's Website(s), you must comply with the provisions of the robots.txt file of the site and you may not circumvent CAPTCHA or other security measures.

OTHER CONDITIONS/RESTRICTIONS CAUTION: Any attempt by any individual to deliberately damage any City Website(s), tamper with the aggregation process or otherwise undermine the legitimate operation of the program may be a violation of criminal and civil laws. If such an attempt is made, then the City reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

GENERAL

These Terms and Conditions and the Privacy Statement together with any additional terms to which you agree when using particular elements of the digital and print assets (including websites), constitute the entire and exclusive agreement between you and the City. The language of this Agreement shall not be interpreted in favor of or against any Party as the drafter of this Agreement.

GOVERNING LAW

This Agreement shall be governed by California law.

EXCLUSIVE JURISDICTION

Should any disputes arise regarding this agreement or be a need to enforce its terms, the exclusive jurisdiction for handling such matters or claims shall be before the state or federal courts in San Luis Obispo County, and the parties to this agreement hereby consent to be subject to the personal jurisdiction of such courts.