

**City of Lexington, KY /ICC
Licensing Agreement (May 2016)**

This Agreement between the International Code Council (hereafter referred to as "ICC") and the Lexington Fayette Urban County, Division of Building Inspection (hereafter referred to as "Lexington") pertains to a licensing agreement for the 2013 Kentucky Building Code, the 2012 International Mechanical Code and the 2013 Kentucky Residential Code (hereafter referred to as the "Codes").

Lexington desires ICC, under the terms of this Agreement, to provide the services as described below.

Agreement:

In consideration of the provisions contained herein, the parties agree to the following:

- 1) ICC shall deliver to Lexington a custom, unlocked, bookmarked, PDF file(s) containing the Codes. The Codes shall have the following copyright statement watermarked on the footer of every page of every code:

Copyright © 2012 by, or licensed to, ICC (ALL RIGHTS RESERVED); licensed to Lexington Fayette Urban County, Division of Building Inspection pursuant to License Agreement. No further reproductions authorized. Any unauthorized reproduction or distribution is a violation of the federal copyright act and the license agreement, and subject to civil and criminal penalties thereunder.

- 2) ICC will grant Lexington a non-revocable license to either post the Codes on its internal computer system or install them on individual employee devices. This license is limited to twenty-five (25) users. ICC further more limits such access to Lexington employees only.
 - a) Lexington may excerpt code provisions from the PDF and paste them into business documents used to enforce the Code. No other reproduction is authorized.
 - b) Lexington acknowledges that the Codes are copyrighted material. Lexington agrees not to distribute, sublicense or sell any of the copyrighted material contained in the Codes except as specified in this agreement. Lexington may not assign any rights granted herein, without the written consent of the ICC.
 - c) Lexington is responsible for informing employees that the PDF is licensed to Lexington and not the individual employee.
- 3) Lexington shall pay ICC a total of \$ 5,500.00 for the services and license listed above. ICC shall invoice Lexington within 30 days of executing this Agreement. The files shall be delivered to: deweyc@lexingtonky.gov

The aforementioned items are agreed to by the participants listed below.

Signature_____

Date_____

Mark Johnson
Executive Vice President and Director of Business Development
3060 Saturn St., Suite 100, Brea, CA 92821

Signature_____

Date_____

Jim Gray
Mayor
Lexington-Fayette Urban County Government
200 East Main St., Lexington KY 40507