

AUTHORIZATION TO USE NAME/MATERIALS/LOGOS

(Website)

This will confirm that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("**Owner**"), having the sole right to do so, grants to **LEGAL NAME OF ENTITY HERE** ("**Company**") and its successors, assignees and licensees the right, but not the obligation, to photograph, record, reproduce, depict and incorporate the below-mentioned materials ("**Materials**") including Whole Foods Market names, trademarks, service marks, trade names, logos, and copyrights depicted in the Materials ("**Logos**") and images thereof on the Company website **www. [REDACTED].com**" (the "**Website**") and the promotion, marketing and exploitation of the Website, in accordance with the terms of this Agreement:

Materials: Whole Foods Market logos, trademarks, décor, store signage, product labels, bags and packaging bearing Whole Foods Market trademarks.

Owner represents that the consent of no other person or entity is required to enable Company to use the Materials and Logos described herein and that such use in accordance with the terms of this Agreement will not, to the best of Owner's knowledge and belief, violate or infringe upon the trademarks, service marks, trade names, copyright, artistic, and/or other rights of any third parties including the rights of publicity and/or privacy, in territories where Owner owns rights to the Materials and Logos. Owner hereby releases Company, and their respective parents, subsidiaries, affiliated corporations, successors, assignees and licensees, from any and all claims or liability that may arise solely as a result of the use of the Materials and Logos in accordance with the terms of this Agreement, including any claims that such use constitutes defamation (including libel and slander), an invasion of privacy, or infringement of rights of publicity, copyright, trademark, service mark, trade name, or other personal or property rights.

Company acknowledges the ownership of the Logos by Owner, and agrees that it will do nothing inconsistent with such ownership and that all use of the Logos by Company shall inure to the benefit of Owner (except as to all footage recorded in connection with the Website, all rights of and to which shall inure to Company). It is agreed that Owner retains all rights in the Logos, and that any and all goodwill associated with the Logos vests in Owner.

Company agrees that it shall not knowingly or intentionally alter the Logos, or manipulate any image(s) thereof, either by blurring, distortion or other means of reproduction or display. Company further agrees that it will not take any action that would tend to diminish the goodwill of the Logos or bring the Logos or Owner into public disrepute.

Owner acknowledges that nothing herein requires Company to use the Materials or Logos in or in connection with the Website.

If Company uses the Materials or Logos in or in connection with the Website, Company agrees to furnish Owner with a copy of that portion of the Website depicting the Materials and/or Logos ("**Website Excerpts**"). Owner and its affiliated Whole Foods Market entities shall have the right to use, copy, display and distribute the Website Excerpts internally to their employees. Company agrees, upon Owner's request, to terminate all use of the Logo, Materials, and any and all other references to Owner.

This Agreement contains the full and complete understanding between the parties regarding the Materials and Logos, and supersedes all prior agreements and understandings pertaining thereto and cannot be modified except by writing signed by each party.

ACCEPTED AND AGREED TO:

WHOLE FOODS MARKET IP, L.P.

By: _____

Name: Roberta L. Lang

Title: President

550 Bowie St.
Austin, TX 78703

Dated: _____

ACCEPTED AND AGREED TO:

LEGAL NAME OF FILMING ENTITY HERE

By: _____

Name: _____

Title: _____

THEIR ADDRESS
ADDRESS PART 2

Dated: _____