

HOME MINI MOUNT
Manufacturing License Agreement
SAMPLE AGREEMENT, NOT FOR PRODUCTION OR MANUFACTURE

1) DEFINITIONS

- a) LICENSOR: **Daniel Jonce Evans (DBA Evans Creative)**
- b) LICENSEE: **Party that paid the LICENSE FEE**
- c) PRODUCT: **Home Mini Mount**
- d) ALLOWED QUANTITY: **(0) Zero**
- e) LICENSE FEE: **\$0.00 (US)**
- f) MANUFACTURER SATISFACTION REQUIREMENT: **80% satisfaction**
- g) MANUFACTURING TERM: **60 months.**

2) PROOF OF LICENSE

- a) The receipt for payment of the LICENSE FEE provided by the LICENSOR to the LICENSEE is the PROOF OF LICENSE.

3) ALLOWANCES

- a) Upon receipt of payment of the LICENSE FEE acknowledged by the PROOF OF LICENSE, the LICENSOR grants the LICENSEE the non-exclusive right to manufacture, use, and sell up to the ALLOWED QUANTITY of the PRODUCT as outlined in this agreement.
- b) The LICENSEE may make minor adjustments to the design of the PRODUCT to resolve problems with manufacturing or design defects discovered by customers.
- c) The LICENSEE will not create alternative products based on the design of the PRODUCT

4) TERM

- a) The LICENSEE may start manufacture of the PRODUCT upon receipt of the PROOF OF LICENSE and continue to manufacture the PRODUCT for the specified MANUFACTURING TERM.
- b) The LICENSEE will halt all manufacture of the PRODUCT by the end of the TERM.

5) CREDIT

- a) Whenever design and manufacture credit is appropriate the LICENSEE will use the following credit information: **"Original design by LICENSOR, manufactured and sold by LICENSEE BRAND."** where LICENSOR is the name defined in section 1a and LICENSEE BRAND is the brand under which the LICENSEE sells the PRODUCT.
- b) The LICENSEE will not imply the LICENSOR endorses the LICENSEE's company or brand.

6) DESIGN FILE DISTRIBUTION

- a) The LICENSEE may store and transfer PRODUCT design files as needed to conduct business.
- b) The LICENSEE will not store, transfer, or distribute any design files, including 3d CAD files, related to the PRODUCT in a manner that makes the design publicly available.

7) QUALITY CONTROL

- a) If at any point it becomes obvious to the LICENSOR or the LICENSEE that the number of customers satisfied with the manufactured quality of the PRODUCT is below the MANUFACTURER SATISFACTION REQUIREMENT, the LICENSEE will halt manufacture and sale of the PRODUCT until the LICENSEE finds a suitable solution to the manufacturing issues.

8) CUSTOMER SERVICE

- a) Customer inquiries related to the manufacture and sale of the PRODUCT produced by the LICENSEE are the responsibility of the LICENSEE.

9) INDEMNIFICATION AND LIABILITY WAIVER

- a) It is solely the LICENSEE's responsibility to ensure the PRODUCT causes no harm, is suitable for use, and legal to use in all the ways the LICENSEE uses the PRODUCT including but not limited to selling and personally using the PRODUCT.
- b) The LICENSEE will defend, indemnify, and hold harmless the LICENSOR for any and all design and manufacturing defects including but not limited to defects that cause damage and/or loss of property sustained by the LICENSEE or LICENSEE's customers.