

# License Agreement

This License Agreement (“the Agreement”) is made effective as of \_\_\_\_\_ between Christwreath Inc. of 4025 Gator Trace Rd., Fort Pierce, FL 34982 and

\_\_\_\_\_ (“the Licensee”)

of \_\_\_\_\_ (Licensee Address).

In the Agreement, the party who is granting the right to use the licensed property will be referred to as Christwreath, Inc and the party who is receiving the right to use the licensed property will be referred to as the “Licensee.”

The parties agree as follows:

- 1. GRANT OF LICENSE.** Christwreath, Inc. owns Patent UA d666, 120 S Copyright VA 1-803-652 (the “Authorized Work”). In accordance with this Agreement, Christwreath, Inc. retains title and ownership of the Authorized Work and derivative works will be assigned to Licensor by Licensee.
- 2. PAYMENT OF ROYALTY.** Licensee will pay to Christwreath, Inc. a royalty which shall be calculated as follows: 10% of sales resulting in any way from the Authored Work. The royalty shall be paid monthly as sales made. With each royalty payment, Licensee will submit to Christwreath, Inc. a written report that sets forth the calculation of the amount of the royalty payment.
- 3. RECORDS.** Licensee shall keep accurate records regarding the quantities of the Authored Work that are sold. Christwreath, Inc. shall have the right to inspect such records from time to time after providing reasonable notice of such intent to Licensee.
- 4. MODIFICATIONS.** Unless the prior written approval of Christwreath, Inc. is obtained, Licensee may not modify or change the Authored work in any manner.
- 5. DEFAULTS.** If Licensee fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Christwreath, Inc. shall have the option to cancel this agreement by providing 30 days written notice to Licensee. Licensee shall have the option of preventing the termination of this agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.
- 6. MEDIATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to a mediator mutually chosen by the parties before any court proceedings are undertaken.
- 7. WARRANTIES.** Neither party makes any warranties with respect to the use, sale or other transfer of the Authored work by the other party or by any third party, and Licensee accepts the product “AS IS.” In no event will Christwreath, Inc. be liable for direct, indirect, special, incidental or consequential damages that are in any way related to the Authored Work.

- 8. NON-EXCLUSIVE LICENSE TO LICENSOR.** As of the effective date, Licensee grants back to Christwreath, Inc. a non-exclusive royalty-free license to use the Authored Work as Christwreath, Inc. sees fit, including for the creation of derivative works; provided, however, this license shall not limit the Licensee's rights and public rights under this license.
- 9. TRANSFER OF RIGHTS.** This Agreement shall be binding upon any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.
- 10. TERMINATION.** This Agreement may be terminated by either party by providing 30 days written notice to the other party. This Agreement shall terminate automatically on \_\_\_\_\_.
- 11. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supercedes any prior written or oral agreements between the parties.
- 12. AMENDMENT.** This agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.
- 13. SEVERABILITY.** Is any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invlaid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this agreement shall ot be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 15. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida.
- 16. SIGNATORIES.** This Agreement shall be signed on behalf of Christwreath, Inc. by Kevin Austin, President and on behalf of Licensee by \_\_\_\_\_ and effective as of the date first above written.

Licensor:  
Christwreath, Inc.

By: \_\_\_\_\_  
Kevin Austin, President

Licensee: \_\_\_\_\_

By: \_\_\_\_\_