



## Manufacturing License Agreement

This Manufacturing License Agreement (this "Agreement") is made effective as of \_\_\_\_\_ the \_\_\_\_ 20\_\_ between Citrus Distillers, LLC and \_\_\_\_\_ of \_\_\_\_\_.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "\_\_\_\_\_", and the party who is receiving the right to manufacture, produce, market and use the licensed property will be referred to as Citrus Distillers, LLC.

The parties agree as follows:

**GRANT OF LICENSE.** \_\_\_\_\_ owns \_\_\_\_\_ ("\_\_\_\_\_"). In accordance with this Agreement, \_\_\_\_\_ grants Citrus Distillers, LLC an exclusive license to manufacture, use, and market the products.

**TRADEMARK.** \_\_\_\_\_ owns \_\_\_\_\_ ("\_\_\_\_\_"). In accordance with this Agreement, \_\_\_\_\_ certifies that a Trademark has been completed and its safe to Manufacture, and fulfill Market purchase orders under the Trademark and Corporation for \_\_\_\_\_ Brand.

**MODIFICATIONS.** Unless the prior written approval of \_\_\_\_\_ is obtained, Citrus Distillers, LLC may not modify or change the Products, once the registrations are completed.

**ARBITRATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

**RELATIONSHIP OF PARTIES.** The relationship between the parties hereto is solely that of licensee and licensor, and nothing herein shall be deemed or construed to create any franchise, joint venture, partnership or any fiduciary relationship other than that of licensee and licensor. \_\_\_\_\_ shall have no power to obligate or bind \_\_\_\_\_ in any

manner whatsoever or to make any contract, warranty, or representation on behalf of \_\_\_\_\_ and shall not represent itself to the third parties as having such power.

**TRANSFER OF RIGHTS.** This Agreement shall be binding on 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.

**INDEMNIFICATION.** \_\_\_\_\_ agrees to defend and indemnify Citrus Distillers, LLC, its officers, directors, agents, and employees, if any, against all costs, expenses, and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against Citrus Distillers, LLC based on the manufacture or sale of the Licensed Products including, but not limited to, actions founded on product liability. This indemnity shall survive the termination of this Agreement. \_\_\_\_\_ shall indemnify Citrus Distillers, LLC from a claim by a third party that an authorized use of the Licensed Product by \_\_\_\_\_ infringes or otherwise violates any copyright, trademark or other proprietary right of a third party.

**TERMINATION.** This Agreement may be terminated by either party by providing 60 days written notice to the other party. Either party may immediately terminate this Agreement if the other party fails to perform any of the material obligations imposed upon it under the terms of this Agreement so as to be in default and fails to cure such default within thirty days after receiving written notice thereof.

**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 supersedes any prior written or oral agreements between the parties.

**SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**SEVERABILITY.** If 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 invalid 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.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not 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.

**NOTICE.** All notices or payments required to be sent to either party shall be in writing at the above addresses and sent by Registered or Certified Mail. Notice shall not be deemed received or

effective unless and until actually received. Either party may change their mailing address by written notice to the other.

**APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida.

**SIGNATURES.** This Agreement shall be signed on behalf of \_\_\_\_\_ by \_\_\_\_\_, and on behalf of Citrus Distillers, LLC by DUSTIN SKARTVED, its CEO.

Licensor:

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

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Brand Name: \_\_\_\_\_

Manufacturer:

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

DUSTIN SKARTVED  
CEO

CITRUS DISTILLERS, LLC  
6701 GARDEN RD. SUITE 6  
RIVIERA BEACH, FL 33404