

VIRGINIA CRAFT BREWERS GUILD CUP COMPETITION NON-EXCLUSIVE LICENSE AGREEMENT

This license agreement {the "Agreement") is by and between Virginia Craft Brewers Guild, a Virginia corporation d/b/a Virginia Craft Beer Competition, with its office located in Richmond, Virginia, USA ("Licensor") and the Licensee assigned in the designated below block ("Licensee"), and is effective as of the Effective Date (defined below in Section 1).

WHEREAS, Licensor sponsors tasting panels to judge and evaluate malt beverage products and to award prizes, known as the Virginia Craft Beer Competition medals {the "Medals");

WHEREAS, Licensor owns all right, title and interest in and to the Virginia Craft Beer Competition trademark, the Virginia Craft Beer Competition Medal design, and all associated names and logos (together, the "Licensed Marks"); and

WHEREAS, Licensor desires to grant limited, non-exclusive licenses to winners of the Virginia Craft Beer Competition Medals (including Licensee) to use the Licensed Marks solely in connection with the advertising, marketing, and sales of Licensee's malt beverage products that have won Virginia Craft Beer Competition Medals (the "Products").

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, Licensor and

Licensee hereby agree as follows: _____

1. **EFFECTIVE DATE.** This Agreement is entered into and executed (a) as part of Licensee's registration for the Virginia Craft Beer Competition or (b) as part of the registration by third party agents on behalf of one or more brewing companies, upon Licensor's receipt of a Limited Agency Appointment. This Agreement shall be effective upon notification by Licensor that an entry by Licensee has won a Virginia Craft Beer Competition Medal (the "Effective Date").
2. **GRANT OF LICENSE.** Subject to Licensee's compliance with this Agreement, Licensor grants to Licensee a non-transferable, non-assignable, non-sublicensable and non-exclusive worldwide license to use the Licensed Marks on product labels, product packaging and print and electronic media solely in connection with Licensee's advertising, promotion, and sale of the Product(s) during the Term (defined below in Section 3). This grant of license does not include any rights to use the Licensed Marks in connection with other merchandising activities, such as on clothing, novelties, or other promotional goods.

3. **TERM OF LICENSE.** The initial term of this Agreement is two (2) years, and it will automatically be extended for successive one (1) year renewal terms, unless terminated earlier by Licensor at the end of any term, upon thirty (30) days advance written notice to Licensee or as provided herein. If Licensee wins additional Virginia Craft Beer Competition Medals during a renewal term, then the winning malt beverage products shall automatically be deemed to be included in the term Product(s).

4. **OWNERSHIP OF LICENSED MARKS.** Licensee agrees that Licensor owns the exclusive right, title and interest in and to the Licensed Marks, including acquired secondary meaning, agrees that it will not represent in any manner that it has any ownership in the Licensed Marks, and acknowledges that all uses and resulting goodwill, including any additional goodwill that may develop because of Licensee's use of the Licensed Marks, shall inure to the benefit of Licensor. Licensee has no right to modify or change the Licensed Marks without the prior written consent of Licensor. Licensee covenants and warrants that its use of the Licensed Marks will comply with all applicable laws, rules and regulations. Licensee shall not at any time do or cause to be done, or fail to do or cause to be done, any act or thing, directly or indirectly, contesting or in any way impairing Licensor's rights or interest in relation to the Licensed Marks. Licensee shall uphold Licensor's good name, preserve its goodwill, and protect Licensor's rights, and associated rights or interest in and to the Licensed Marks during the term of this Agreement. Licensee will not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Licensed Marks except as defined under the terms of this Agreement. During and after the term of this Agreement, Licensee agrees and warrants that it will not infringe upon or cause or facilitate the infringement of any trademarks, service marks, certification marks, or other related rights derived from or confusingly similar to the Licensed Marks.

5. DUTIES OF LICENSEE

POST-EVENT PUBLICITY RULES. Licensee agrees to not make and any changes or modifications to the digital images provided. Licensor shall provide Licensee with prior written notice of any changes or modifications they make.

Licensee will have three (3) months after receiving notice of any such changes or modifications to comply with the

changes.

- a. **QUALITY CONTROL.** All use of the Licensed Marks shall be of high quality in keeping with the reputation of the Licensor and shall comply with Licensor's standards, and any other standards set by Licensor from time to time. Licensee shall at all times meet the quality standards established by Licensor relating to use of the Licensed Marks, which standards Licensor may amend from time to time.
- b. **ATTRIBUTION.** All use of the Licensed Marks by Licensee will include the following statement: "The VIRGINIA CRAFT BEER COMPETITION" trademark and all related marks are owned by the Virginia Craft Brewers Guild and are used with permission."
- c. **NOTICE OF INFRINGEMENT.** Licensee shall promptly notify Licensor of any activity that may come to Licensee's attention that reasonably would be construed to constitute an unauthorized use, infringement, or dilution of the Licensed Marks.

6. TERMINATION.

- d. **TERMINATION WITHOUT NOTICE.** Licensor may terminate this Agreement immediately without notice to Licensee (i) if Licensee makes an assignment of assets or business for the benefit of creditors, (ii) if a trustee or a receiver is appointed to administer or conduct Licensee's business or affairs, (iii) if Licensee is adjudged as bankrupt, (iv) if Licensee assigns or sublicenses this Agreement without the express consent of Licensor, (v) if Licensee's use of the Licensed Marks materially impairs the reputation and goodwill of Licensor, as solely determined by Licensor; or (vi) if Licensee challenges the validity of the Licensed Marks or Licensor's ownership of the Licensed Marks. Upon termination under this Section 6(a), all rights granted herein shall cease and terminate without prior notice or legal action.
- e. **TERMINATION WITH NOTICE.** Licensor may terminate this Agreement upon thirty (30) days written notice to

Licensee if Licensee fails to comply with the terms and conditions of this Agreement, including with the Post Event Publicity Rules and any changes or modifications thereof.

f. DUTIES UPON TERMINATION. Upon termination of this Agreement, Licensee shall immediately destroy and withdraw any advertising and promotional materials, product labels, product packaging and any other materials bearing the Licensed Marks, and Licensee shall immediately cease and desist from all further use of the same, including any use of any imitation, likeness or variation of the Licensed Marks.

7. LICENSOR WARRANTIES. Licensor warrants and represents that: (i) it is free to enter into this Agreement; (ii) to its knowledge, Licensor is the owner of all right and title in and to the Licensed Marks, and (iii) to its knowledge, use of the Licensed Marks as provided herein will not infringe the trademark, service mark, certification mark, copyright or other proprietary rights of any person, provided that Licensor does not represent or warrant that the Licensed Marks are available for registration and/or use in any specific country where Licensor has not registered or used it. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED RELATIVE TO THE LICENSED MARKS, INCLUDING WITHOUT LIMITATION ANY FURTHER WARRANTY.

8. Indemnification

Licensee agrees to indemnify, defend, and hold harmless Licensor for any actions, causes of action, claims, liens, demands, damages, costs (including attorneys' fees), loss of services, expenses, compensation, and third party actions, stemming from Licensee's use of any Licensed Mark(s).

Licensee/Company Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____