

## GREAT AMERICAN BEER FESTIVAL NON-EXCLUSIVE LICENSE AGREEMENT

This license agreement (the "Agreement") is by and between Brewers Association, Inc., a Colorado corporation d/b/a The Great American Beer Festival, with offices located in Boulder, Colorado, USA ("Licensor") and the Licensee, designated below in the signature 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 Great American Beer Festival medals (the "Medals");

WHEREAS, Licensor owns all right, title and interest in and to the GREAT AMERICAN BEER FESTIVAL trademark, the GABF trademark, the GABF 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 Great American Beer Festival 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 Great American Beer Festival 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 Great American Beer Festival 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 Great American Beer Festival 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 Great American Beer Festival 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**
  - a. **COMPLIANCE WITH POST-EVENT PUBLICITY RULES.** Licensee agrees to comply with the Post-Event Publicity Rules available at <http://www.greatamericanbeerfestival.com/brewers/promote-your-win/> and incorporated herein by reference, and with any changes or modifications thereto; provided that Licensor shall provide Licensee with prior written notice of any such changes or modifications. Licensee will have six (6) months after receiving notice of any such changes or modifications to comply with the changes.
  - b. **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.
  - c. **PRIOR APPROVAL BY LICENSOR.** Licensee shall submit to Licensor all advertising and promotional materials, product labels, product packaging and other print and electronic media bearing the Licensed Marks for Licensor's written approval prior to any publication, release or other use. Licensor shall be entitled to approve, disapprove, or require a modification of any submission within its sole discretion. Licensor will review five (5) submissions per Product each year at no charge, and Licensor reserves the right to charge Licensee an administrative fee of \$200.00 for any additional submissions for approval per Product in a one-year period. If Licensor does not provide its approval or response within twenty-one (21) business days after Licensor's receipt of the submission, the submitted material will be considered approved. Once Licensor has approved a submission, future approvals for the same materials are not necessary, unless the materials have been modified or changed or unless the Post-Event Publicity Rules require changes. Licensee agrees to provide representative samples of its use of the Licensed Mark to Licensor upon Licensor's reasonable request.
  - d. **ATTRIBUTION.** All use of the Licensed Marks by Licensee will include the following statement: "The GREAT AMERICAN BEER FESTIVAL trademark and all related marks are owned by the Brewers Association, Inc. and are used with permission."
  - e. **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.**
  - a. **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.
  - b. **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.
  - c. **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 OF TITLE OR NONINFRINGEMENT.

- 8. **AMENDMENT/ENTIRE AGREEMENT.** This Agreement may be amended or supplemented only by a writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the Licensor and its successors and assigns. Licensee may not assign this Agreement without Licensor's prior written consent. This Agreement, including the referenced Post Event Publicity Rules, as amended or modified, and the Limited Agency Appointment, where applicable, constitutes the entire agreement between the parties and supersedes all prior or simultaneous representations, discussions, negotiation, and agreements, whether written or oral.
- 9. **WAIVER.** No term or provision shall be considered waived, and no breach excused, regardless of conduct, unless such waiver or consent is in writing. No such consent or waiver shall constitute a consent, waiver, or excuse of any other, different, or subsequent breach.
- 10. **NOTICE.** Any notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and addressed to their addressee at their address stated hereunder or such addresses as the parties may specify from time to time by written notice. Notice may be delivered by hand, by confirmed facsimile, or by registered mail, return receipt requested. Such notice will be treated as received upon the earlier of actual receipt or five (5) days after posting.
- 11. **RELATIONSHIP OF THE PARTIES.** Licensor and Licensee are independent contractors. Nothing contained in this Agreement shall be deemed to constitute a partnership or joint venture between the parties or to constitute either of them the other's agent for any purpose. Neither party shall make any commitment or incur any liability for which the other party may be liable. Neither party shall be bound by any representation or act on the part of the other party in contravention of the provisions of this Agreement.
- 12. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 13. **FURTHER ASSURANCES.** The parties agree to execute such further or other documents and assurances and do such other acts as may, from time to time, be required or deemed useful in order to give effect to the provisions of this Agreement.
- 14. **ARBITRATION.** Any and all disputes, claims or controversies arising out of or in any way relating to this Agreement or its breach or termination, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration before a single arbitrator. The parties shall select the arbitrator from among those available through a nationally-recognized alternative dispute resolution service. If the parties cannot agree upon an acceptable arbitrator in thirty days, then JAMS or its successor shall select the arbitrator. The non-initiating party shall select the venue for arbitration to take place. The initiating party shall be the party to first either: (i) initiate through the filing of a complaint, petition or similar paper a court or administrative proceeding (a "legal proceeding") arising out of or in any way relating to this Agreement or its breach or termination; or (ii) request arbitration before either party has initiated a legal proceeding. The arbitration shall be administered by the alternative dispute resolution service from which the parties' selected the arbitrator, and in accordance with JAMS Streamlined Arbitration Rules and Procedures, as amended from time to time. Notwithstanding the forgoing, the amount and scope of discovery available to the parties shall be the same as the discovery available under the Federal Rules of Civil Procedure, as amended from time to time. The parties acknowledge and agree that to the best of their knowledge, the terms of this Agreement comply with all applicable laws, regulations and rulings. In the event that any provision of this Agreement is deemed illegal or unenforceable, that conclusion shall not affect the enforceability of the remainder of this Agreement. The arbitrator shall apply the valid and enforceable laws of the State of Colorado. Each party shall pay daily in advance one half the fees of the arbitrator and court reporter and one half the rental of the hearing room and any other costs of the proceeding, as determined by the arbitrator. Each party shall bear the costs of its own attorneys, accountants and other experts, provided that the arbitrator may, in the arbitration award, award the prevailing party its full costs of arbitration, including all arbitration fees and costs and all reasonable fees and costs for attorneys, accountants and experts. Notwithstanding any provision of law or other provision of this Agreement, this Agreement to arbitrate shall be enforceable under the Federal Arbitration Act. Judgment on the arbitration award may be entered in any court having jurisdiction.
- 15. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any dispute arising out of or concerning this Agreement, including enforcement of any arbitration award, shall be vested in the Boulder District Court and in the U.S. District Court for the District of Colorado, as appropriate.
- 16. **AUTHORITY OF LICENSEE REPRESENTATIVE OR AGENT.** Licensee warrants that the person signing this Agreement has the authority to bind Licensee in all respects for its performance under the Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date and have caused this Agreement to be executed by their duly authorized officers.

**Brewers Association, INC., Licensor**

**LICENSEE**

By: Nancy Johnson

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

Nancy Johnson

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

Title: Event Director, Brewers Association

Title: \_\_\_\_\_

Date: May 31, 2016

Date: \_\_\_\_\_

Address: 1327 Spruce Street

Address: \_\_\_\_\_

Boulder, CO 80302 U.S.A.

Telephone No.: +1.303.447.0816

State and Country of \_\_\_\_\_

Fax No.: +1.303.447.2825

Incorporation: \_\_\_\_\_

e-mail address: nancy@brewersassociation.org

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

e-mail address: \_\_\_\_\_

**IMPORTANT!** If executed by an authorized agent for a brewing company, you must list the brewing company name, contact person, address, telephone number, e-mail address and entered products:

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