

Generic Owner's Manual Purchase and Non-Exclusive Licensing Agreement

THIS GENERIC OWNER'S MANUAL PURCHASE AND NON-EXCLUSIVE LICENSING AGREEMENT ("Agreement"), entered into this _____ day of _____, 20____ by and between the NATIONAL ASSOCIATION OF TRAILER MANUFACTURERS ("NATM"), a non-profit trade association representing the light- and medium-duty trailer manufacturing industry, and _____ ("Licensee"), a member in good standing of NATM, sets forth the rights, obligations, and licenses in the Generic Owner's Manual(s) ("Generic Owner's Manual") described below granted hereunder by NATM to Licensee.

R E C I T A L S

WHEREAS, as a service to its members and to the trailer industry in general, NATM has developed, published, and copyrighted the Generic Owner's Manual(s) for members of NATM to use as their own Trailer Owner's Manuals;

WHEREAS, Licensee is engaged in the business of manufacturing light- and medium-duty trailers and desires to purchase and use the Generic Owner's Manual(s) as its Trailer Owner's Manuals, and NATM is willing to sell and license Licensee on a non-exclusive basis to use the Generic Owner's Manual(s) as its own Trailer Owner's Manual(s), upon the terms and conditions outlined below; and

THEREFORE, the parties to the Agreement agree as follows:

1. NATM agrees to sell to Licensee the Generic Owner's Manual(s), furnished to Licensee on disk(s) in pdf format, one for each specific trailer model, and grants to Licensee, in return for the payment of royalties as described below, a non-exclusive license to reproduce and use NATM's Generic Owner's Manual(s) for one or more specific trailer models of the Licensee.
2. In return for the Generic Owner's Manual(s) and for the non-exclusive license to reproduce and use those Manual(s), Licensee shall pay NATM as a royalty the sum of \$100 for each Manual disk purchased for the first two Manual disks, \$75 for each Manual disk purchased thereafter for the third, fourth, and fifth Manual disks, and \$50 for each Manual disk purchased beyond the first five.
3. Licensee shall indemnify and defend NATM and its respective officers, directors, employees, agents, and member companies against and hold them harmless from any and all claims, losses, suits, or liability from property loss or damage or for personal injury or death arising out of or relating to the performance of this Agreement and/or Licensee's use (or its customer's use) of the Generic Owner's Manual(s).
4. Neither NATM nor any of its respective officers, directors, employees, or agents guarantees any particular results from the use of the Generic Owner's Manual(s) or assumes any responsibility for the use or misuse of the Generic Owner's Manual(s).
5. The term of this Agreement is perpetual, except that NATM may terminate the Agreement upon thirty (30) days' advance notice to Licensee for any material breach of this Agreement, not corrected within seven (7) days following receipt of written notice from NATM, and all licensing rights granted hereunder shall immediately terminate.
6. This Agreement shall be binding upon both parties and their personal representatives, successors, assigns, and heirs. However, Licensee may not assign this Agreement or sell, assign, sublicense, or otherwise transfer or distribute the Generic Owner's Manual(s) to any third party without the prior written consent of NATM, which consent NATM may withhold in its total discretion for any reason.
7. This Purchase and Non-Exclusive Licensing Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior undertakings, writings, proposals, representations, or communications, oral or written, of the parties.
8. This Agreement shall be interpreted in its entirety in accordance with the laws of the State of Kansas, and both parties agree the State Court of Kansas shall have exclusive jurisdiction over any controversy relating to or arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Generic Owner's Manual Purchase and Non-Exclusive Licensing Agreement by their duly authorized representatives and have caused this Agreement to become effective as of the date first written above.

**NATIONAL ASSOCIATION OF TRAILER
MANUFACTURERS**

By: _____
Pam Vitvuf cng, Executive Director

LICENSEE: _____
Licensee Name

By: _____
Authorized Representative Signature

Print Authorized Representative Name

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