



THIS U.S.-MEXICO IMPORT LICENSE (“License”) is made effective this ___ day of ___, 20__ (“Effective Date”) by and between Pink Lady America LLC, a Washington State LLC., located at 1330 N 16th Ave, Ste. A, Yakima, WA, 98902, USA, (“PLA”), and [*company name], a [*entity type], located at [*address], USA, (“Licensee”).

1. PLA is the master exclusive licensee of all state, federal, and common law trademark rights in and to the PINK LADY® and PINK LADY® “Flowing Heart” trademarks (the “Trademarks”) for use with fresh whole apples in the United States and Mexico.

2. In this Agreement, fresh whole apples of the varieties Cripps Pink (U.S. Plant Patent 7,880 - expired); Rosy Glow; Ruby Pink (USPP 16,725); Pink Belle (USPP 21,555); LIR (USPP 18,787); Barnsby Pink (USPP 21,606); and Maslin Pink (USPP 21,412) are collectively referenced as the “Licensed Varieties”; fresh whole apples of the Licensed Varieties harvested from PLA licensed or PLA certified trees are referenced as “Licensed Apples”; and “Licensed Producing Countries” means the European Union, Republic of South Africa, Australia, New Zealand, Argentina, and Chile.

3. PLA grants to Licensee a non-exclusive license to import Licensed Apples bearing the Trademarks. This license grants the right to import Licensed Apples only into the United States or Mexico and subject to the following conditions: that the Licensed Apples were: (a) grown only in the Licensed Producing Countries; and, (b) shipped to Licensee only by a PLA approved foreign shipper (“Licensed Foreign Shipper.”)

4. Licensee’s license to use the Trademarks on imported fresh whole apples is subject to the following additional requirements:

4.1 Only those Licensed Apples that comply with the grading and packing standards established by PLA found at its website, www.pinkladyamerica.org (the “Quality Standards” or “Standards”) may be imported bearing the Trademarks. Further, all Licensed Apples of the Barnsby Pink cv. or Maslin Pink cv. imported by Licensee that meet the Quality Standards shall be imported only in association with the Trademarks.

4.2 Use of the Trademarks on other than Licensed Apples is an infringement of the Trademarks.

4.3 Use of the Trademarks on boxes, PLU stickers, point of sale materials, or other advertising and promotional materials (“Promotional Materials”) shall be pre-approved in writing by PLA. PLA will publish guidelines for the approved manner of use of the Trademarks (“Guidelines”) and the Quality Standards on its website. PLA may amend the Guidelines or Standards at any time in its sole discretion. If PLA amends the Guidelines or Standards, then Licensee may use/sell any Promotional Materials or Licensed Apples in existence prior to the date of the revision so long as the Promotional Materials or Licensed Apples comply with the prior Guidelines and Standards. Licensee agrees that any failure to adhere to the Standards, Guidelines, or the requirements of this License will cause irreparable damage to PLA and to the value of the Trademarks.

4.4 Licensee shall pay PLA the following royalties: (a) **Standard Royalty:** \$77.00 USD per metric ton of Licensed Apples imported into the U.S. or Mexico from Licensed Producing Countries; or (b) **Royalty Simplification Program:** \$38.50 USD per metric ton of Licensed Apples imported into the U.S. or Mexico from Licensed Foreign Shippers in the Licensed Producing Countries that are properly participating in the PLA’s Royalty Simplification Program. This Royalty Simplification Program requires that any Licensed Foreign Shipper associate the Trademarks with all Licensed Varieties that meet the Quality Standards and are shipped into the U.S. and Mexico. PLA may change the royalty rate annually, in its sole discretion. Licensee shall pay all royalties to PLA on a quarterly basis, within thirty (30) days after the end of each calendar quarter (“Quarterly Royalty Payment”). Along with each Quarterly Royalty Payment, Licensee shall provide a written report showing the number of boxes and the weight of the imported Licensed Apples, and copies of “Licensee’s Import Documents”, as defined below.

4.5 For the purpose of inspecting, reviewing, and copying, Licensee grants PLA and its representatives unrestricted and un-redacted access to: (a) Licensee’s Commercial Invoices, Manifests or Ocean Bills of Lading, Phytosanitary Certificates, Export Form Certificates, and the Customs Declaration for all shipments of Licensed Apples that Licensee imports (collectively the “Licensee’s Import Documents”); (b) Licensee’s warehouses, packing, and shipping facilities; (c) all ships, trucks, and containers in which Licensee’s Licensed Apples or Licensed Varieties are transported; and (d) all customs, commercial, and phytosanitary documents or information related to all apples imported by Licensee that are in the possession of any country’s government agencies.

4.6 Licensee agrees to use the registered trademark symbol ® in connection with the Trademarks. Licensee agrees that this License only conveys the limited non-exclusive rights expressly described herein. Licensee will not, at any time, acquire any legal or equitable right, title, or interest in the Trademarks. Licensee shall not directly or contributorily infringe the Trademarks, plant patents, or plant breeder’s rights certificates protecting the Licensed Varieties in any country, or induce another to do the same.

5. The term of this License is one (1) year from the Effective Date. This License will automatically renew for additional one year terms (together with the initial term, the “Term”) unless either party gives the other written notice more than thirty (30) days before the end of the Term of its intent not to renew. This License shall terminate upon breach of any term by Licensee. Termination shall be effective three (3) days after PLA sends an email describing the breach. Upon termination, Licensee shall immediately cease all use of the Trademarks and shall make payment to PLA for any royalties due and owing under Par. 4.4, above.

6. This License represents the entire agreement of the Parties relating to the importation of apples and can only be modified by a writing signed by PLA. This License does not constitute or create a partnership, joint venture, agency, or employer/employee relationship between the Parties. No act or omission will be a waiver of any breach of this License unless the waiver is specific and in writing. Licensee may not grant sublicenses, or divide, assign, transfer or encumber this License without PLA’s prior written consent. This License is governed by the laws of the United States and the State of Washington, and Licensee specifically consents to the personal jurisdiction and venue of the U.S. District Court for the Eastern and Western Districts of Washington, or the Yakima County (WA) Superior Court, for resolution of any disputes related to this Agreement. In any litigation related to this License, the substantially prevailing party is entitled to reimbursement of their reasonable attorneys’ fees, costs, litigation expenses, and disbursements.

Pink Lady America, LLC (PLA)	* (Licensee)
By: _____ Lynnell Brandt, Managing Member	By: _____