



## Licensing & Plans Use Agreement

This Agreement for the use of marketing material and plans generated by Gravitas, Inc. (the "Agreement") is effective this \_\_\_\_\_, 2009 by and between \_\_\_\_\_ (hereinafter the "Client"), and Gravitas, Inc., with its principle office at 1524 W. Hays Street, Boise, Idaho (hereinafter the "Company"). The parties hereto agree as follows:

### 1. SERVICES.

1.1 Services to Client. The Company shall provide the following (hereinafter "Services") to the Client:

Custom home "Standard" plans represented in floor plans and renderings.

1.2 Format. A single Electronic Adobe Acrobat Portable Document Format (.pdf) file shall be provided to the Client by e-mail or download. This file consists of the Company's Standard Plans in 8.5"x11" format showing floor plans and 3D perspective views of the homes. The Client shall pay for any printing and delivery charges as requested by the Client and for any time incurred by the Company providing the Client with any additional services.

### 2. USE AND LIMITATIONS.

2.1 Extent of Services. Selected Company Standard Designs shall be provided to the Client for the Client's marketing purposes only. The designs provided may be updated, as the Company deems necessary, at any time. If the company chooses to update, or eliminate any or all Standard Designs, then the Client shall remove or modify all references to that design in all formats, electronic and printed. Any additional or existing designs generated by The Company and provided to the Client shall fall under this or future Plan Use Agreements. If the Company chooses to terminate its relationship with the Client, all references, and use of the Company's material shall cease upon the date of the request. The use of any of these plans by the Client is at the discretion of the Company.

2.2 Exclusive Use. These plans are **NOT** for the exclusive use of the Client, and may be in use with multiple Clients at any time.

2.3 Other Uses. The Company reserves the right to use the designs provided to the Client in any manner it chooses.

2.4 Design Use. The designs provided to the Client are for marketing uses only. These designs shall not be referenced, emulated, or copied for the design or creation of any structure outside of this written agreement. Should the Client wish to use the Company's plans with individual Customers, the use will be controlled by one of two Usage Options:

a. Licensing. The Company will allow the one time use of individual Designs with The Client's in-house design services for a Licensing Fee of \$.25/Livable

Square Foot. Each instance and use of The Company's Designs will require a Licensing Release Form accompanied by the Licensing Fee.

b. Gravitas Services. Should the Client choose to use the services of the Company there would be no licensing fee. Fees for Design Phase and Construction Documents would be estimated based on current rates.

2.5 Copyright. The Company shall retain the copyright and ownership of all plans provided to the Client. Copyright ownership by Gravitas shall be shown in on the use of the plans by the Client. Any other entity modifying, or using these plans in any way to generate Design or Construction Documents outside of this agreement without Gravitas Services or Licensing fees, shall be in violation of the Company's copyright on plans provided, and be held liable for up to \$100,000 per infringement.

2.6 Credit & Contact Information. Company logo, contact information, and copyright shall be displayed with each use of the Company's plans in print or online.

3. TRANSFERABILITY & UPDATES. The Agreement transfers to any new ownership of the parties and also binds business entities and dealerships under the control of the Company's brand. This Agreement shall be in effect until both parties agree to an updated Agreement, or this Agreement is terminated as directed by the Company. The new Agreement shall control the use of all current and past plans.

4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Idaho. Each party agrees that any action arising out of or in connection with this Agreement shall be brought solely in courts of the State of Idaho, in Ada County, or the United States Court, District of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Derek Hurd  
Principal  
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