



Concrete Washout Systems, Inc.

PO Box 809

Wilton, CA 95693

1.877.2.WASHOUT

Fax: 916.689.0592

Email: info@concretewashout.com

Web: www.concretewashout.com

License Agreement

Overview:

Because the Concrete Washout Systems (CWS) solution is a patented product, all operators agree to basic licensing terms in order to offer CWS containers as part of a concrete washout rental business. By protecting CWS patents, this license agreement helps protect the value of all CWS operators' investments in CWS equipment.

Restricted territories:

CWS encourages its licensees to build their businesses as they see fit, and as efficiently and aggressively as possible; however, there are a few areas where you will not be able to offer CWS bins due to prior CWS licensing obligations.

Each CWS container you purchase or lease includes a non-exclusive license to rent/use that CWS container throughout the United States EXCEPT in the following areas (in most cases, the excluded areas are defined by county boundaries):

State	Prohibited Areas – You may not operate the CWS container in these areas:
CA	<u>Northern and Central California Counties:</u> 1) Contra Costa and Alameda Counties 2) San Joaquin and Stanislaus Counties 3) Sacramento, El Dorado, Amador, and Yolo Counties
CO	Colorado Counties: Denver, Adams, Arapahoe, Jefferson, Boulder, Douglas, and Broomfield
HI	Entire State of Hawaii
NJ	Entire State of New Jersey
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NY	Southern New York: South of Interstate Route 84 and West of the Hudson River
PA	<u>North Eastern Pennsylvania:</u> North of Interstate Route 78, West of the Delaware River, and East of State Route 33 and County Route 402 <u>South Eastern Pennsylvania:</u> Philadelphia and the area South of Interstate Route 78, East of State Route 222 and bounded in the South by the Maryland and Delaware Borders

Transfer of containers/licensing rights:

Any subsequent owner of your containers or your business may use the CWS containers you purchase or lease to operate a concrete washout rental business, subject to the same conditions of this Agreement. If you or subsequent owners of your containers operate in areas prohibited by this Agreement, CWS reserves the right to revoke the license to use the containers for concrete washout.

Buyer, on behalf of itself, its successors, transferees and assigns, acknowledges and agrees that Concrete Washout Systems Inc.'s concrete washout container is sold subject to an Express Limited And Revocable License that permits the Buyer and Buyer's successors, transferees and assigns to use the concrete washout container subject to the terms contained in the License. Buyer further agrees that the Express Limited And Revocable License granted herein to use the concrete washout container shall terminate should Buyer, or Buyer's successors, transferees, or assigns, use the concrete washout container in areas prohibited by this agreement, or otherwise violated the License.

Initial: _____



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Legal Action:

Buyer further acknowledges and agrees that any legal action, including an action for declaratory relief, shall be commenced and maintained only in Sacramento, California, except that, said legal action may, at the sole option of Concrete Washout Systems, Inc., be initiated and maintained in the jurisdiction wherein the concrete washout container is used in a prohibited area, or where other violation(s) of the License occurs.

The prevailing party in any legal action brought pursuant to this agreement shall be entitled to recover costs of suit, including reasonable attorney's fees.

Signs:

CWS containers are labeled with CWS patent numbers, safety labeling, use restrictions and small CWS logo. You should paint and/or label the container to ensure that it is clear that you are the owner and servicer of the container. You agree to maintain the patent number, safety labeling, and CWS labeling.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

In witness whereof, the Parties have caused this Agreement to be executed and delivered as of this 19th day of December, 2014.

CONCRETE WASHOUT SYSTEMS, INC.

By,

MARK A. JENKINS, President

Licensee: CONCRETE WASHOUT SYSTEMS OF NEW MEXICO, INC.

By,

Name: _____

Title: _____