

# LICENSE AGREEMENT FOR PITTS MODEL 12® PLANS

## LICENSE

For and in consideration of the sum of \$ 315.00, **Jim Kimball Enterprises, Inc.** of Zellwood Florida, does agree to extend to a non- exclusive, transferable license to use the drawing package (“Drawings”) according to the terms and conditions herein. This license agreement permits the purchaser to build one (1) **Pitts Model 12®** aircraft which shall bear the assigned serial number. **Jim Kimball Enterprises, Inc.** further agrees to supply one (1) set of construction drawings, and information on computing weight and balance.

## TERMS AND CONDITIONS

- i) I will build one (1) airplane only from the Drawings. Said aircraft shall conform to the specifications set forth in the Drawings.
- ii) I will not transfer, rent, or lease to another party or parties any part or parts of the Drawings.
- iii) I will not allow any other party or parties to use the Drawings to build a second airplane or part thereof.
- iv) I understand that all drawings are copyright protected, proprietary to Jim Kimball Enterprises, Inc., and will not allow the drawings to be duplicated. Unauthorized copying of the Drawings will result in automatic termination of this license. Unauthorized duplication of the Drawings constitutes copyright infringement and in the United States is punishable in a federal criminal action by a fine of up to \$25,000 and imprisonment for up to one (1) year. In addition, federal civil penalties allow the recovery of actual damages based on the number of copies produced or liquidated damages of up to \$100,000 for willful copyright infringement.
- v) I will not remove any proprietary notices, labels, marks, or warnings from the Drawings.
- vi) I will not use or permit the use of the Drawings in the design, construction or manufacture of any other type aircraft.
- vii) I will not modify, reverse engineer, or create derivative works based upon the Drawings or aircraft parts.
- viii) I will not use the Drawings outside of the country in which they were purchased.

## TRANSFER OF LICENSE FOR UNCOMPLETED AIRPLANE

The license and Drawings may be transferred from Party A to Party B provided:

- i) The airplane is uncompleted.
- ii) Party B signs and notarizes a new license agreement, along with a transfer of license fee.
- iii) Party A transfers to Party B the complete Drawing package and retains no copies or parts thereof.
- iv) Any part or parts of the uncompleted airplane must be transferred from Party A to Party B or be destroyed.

## TRANSFER OF LICENSE FOR COMPLETED AIRPLANE

Upon completion of the airplane the Drawings will remain with the completed airplane. In the event of the sale of the completed airplane the Drawings shall be considered an essential part of the completed airplane and transferred with the airplane. In addition, Jim Kimball Enterprises, Inc. shall be notified of the new owner’s name and address, for the sole purpose of information exchange.

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## WARRANTY

It is further agreed that Jim Kimball Enterprises, Inc. makes no warranty, expressed or implied, as to the quality or the safety of this airplane. Jim Kimball Enterprises, Inc. does not warrant the Drawings to be error free. A reasonable attempt will be made to inform the licensee of any drawing errors and provide any corrections required.

## LIMITATION OF LIABILITY

It is agreed that the buyer(s) of Model 12® aircraft components or drawings accept full responsibility for construction and flight of this aircraft and hold harmless Jim Kimball Enterprises, Inc., its principals, owners, and employees, from any liability or damages to or resulting from the aircraft, occupants, or bystanders related to building or operation of this aircraft. Further, said aircraft shall be constructed, maintained, and operated only in strict compliance of appropriate Federal Aviation Administration regulations (FAR's) governing the construction, maintenance, and operation of aircraft. All subsequent buyers, heirs, successors, or assigns are also bound by all terms of this agreement. In no event shall Jim Kimball Enterprises, Inc. be liable for any consequential, special, incidental, or indirect damages of any kind arising out of the use of these Drawings.

## TERM

The license is effective until terminated. The purchaser may terminate it at any time by returning the Drawings to Jim Kimball Enterprises, Inc. It will also terminate upon conditions set forth elsewhere in this agreement or if you fail to comply with any terms or conditions of this agreement. The purchaser agrees upon such termination to return the Drawings to Jim Kimball Enterprises, Inc.

## GENERAL

This agreement will be governed by the laws of the State of Florida. This agreement is the entire agreement between Jim Kimball Enterprises, Inc. and the purchaser and supersedes any other communications or advertising with respect to the Drawings. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If you have any questions, please contact in writing: Jim Kimball Enterprises, Inc., P. O. Box 849, 5354 Cemetery Road, Zellwood, Florida 32798

I have read and I understand and I agree to comply with all terms and conditions set forth above. I further agree that said drawings will remain the property of Jim Kimball Enterprises, Inc.

name (print) \_\_\_\_\_  
address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
phone \_\_\_\_\_ email \_\_\_\_\_

NOTARY \_\_\_\_\_  
Signed County of \_\_\_\_\_ State of \_\_\_\_\_  
Date My Commission Expires \_\_\_\_\_

*Return this document signed, notarized, and accompanied by \$315.00 USD to:  
Jim Kimball Enterprises, Inc. P. O. Box 849 Zellwood, Florida 32798.  
Retain a copy of this document for your records.*

\_\_\_\_\_  
This section is for the use of Jim Kimball Enterprises, Inc.

Pitts Model 12® Serial Number \_\_\_\_\_ Date \_\_\_\_\_