

AMERICAN ROSE CENTER TRIAL GROUNDS LICENSE AGREEMENT

This **AGREEMENT** made as of this (date) _____ by and
between **THE AMERICAN ROSE SOCIETY, A NONPROFIT ORGANIZATION**, having a
principal office in Shreveport, Louisiana, hereinafter called Licensee, and

_____,
(name)

whose post office address is

_____,
hereinafter called Licensor,

WITNESSETH AS FOLLOWS:

WHEREAS, Licensor desires Licensee to grow for test purposes rose plants to be provided by Licensor and Licensee is willing to receive said plants and to make its grounds and facilities available for such testing.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Licensor shall provide rose plants to Licensee of the cultivar(s) and in quantities listed in the schedule below. Licensor warrants that (he, she) is the sole owner of the cultivar(s) listed and has a right to enter into this Agreement.
2. Licensor hereby grants to Licensee a non-exclusive, royalty-free license to grow, but not to sell, said cultivar(s).
3. Licensee agrees to attempt to grow rose plants provided by Licensor of said cultivar(s) and to maintain said plants according to a test program in effect at that time. It is understood that it is Licensee's intention to implement test programs developed upon consideration and cooperation with the organization known as the "Rose Hybridizers Association."
4. Licensee agrees that all buds, scions, cuttings, plants or other stocks received by Licensee shall remain the property of Licensor.
5. Licensee agrees it shall not propagate or reproduce rose plants of said cultivar(s) without permission of Licensor.
6. Licensee agrees that any sport or sports discovered on such cultivar(s) while grown by Licensee shall be the exclusive property of the Licensor.
7. Licensee agrees it will not use, or give permission to others to use, any parts of test plants provided by Licensor for hybridizing until they have been introduced into commerce and plants offered for sale.

Current 2014

8. Licensee agrees it will not ship, transport, transfer, or assign any of these plants or any parts thereof to any other person or persons, domestic or foreign, for any purpose whatsoever.
9. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice of its intention to do so. Upon any termination of the Agreement Licensee shall, upon written instruction of Licensors given within sixty (60) days of termination, destroy all plants of said cultivar(s) or make such other disposition thereof which the Licensors shall request, at the expense of Licensors, which shall be mutually agreeable to Licensors and Licensee. In the absence of instructions from Licensors, as aforesaid, Licensee shall destroy said plants. After testing, the bushes will be destroyed.
10. Notwithstanding any other provision herein, Licensors agree that Licensee shall at all times have the right without payment of any kind to grow, on its own premises for display purposes winners of any awards issued pursuant to the test program.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, assigns and successors in interest.
12. This Agreement supersedes and cancels all prior agreements and understandings and constitutes the entire agreement between the parties hereto and may be amended or modified only by written agreement between the parties.
13. This Agreement shall be governed by the laws of the State of Louisiana.

SCHEDULE OF CULTIVARS COVERED BY LICENSE SHOWN BELOW

I REQUEST TEST FOR THE FOLLOWING:

AMERICAN ROSE SOCIETY, Licensee

Personal ID #: _____

By: _____

ARC Staff-Registrar

Date

Hort Class: _____

Color Class: _____

This bush is: Own Root_____ Budded: _____

By: _____

Hybridizer

Date _____

Type of understock used: _____

Date of Budding/Rooting: _____

A fee of \$25.00 USD per entry is charged. Payment should be included when plants are shipped.

Please SIGN and RETURN this form to:

Carol Spiers, American Rose Society, PO Box 30,000, Shreveport LA 71130-0030

Approved by the Board of Directors, Washington DC, Fall 2003

Current 2014