



## CERTIFICATION AND LICENSING AGREEMENT

This agreement, entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, between Cattlemen's Texas Longhorn Registry (CTLR), a Texas non-profit corporation with an address of Post Office Box 36 • Tarpley, Texas 78883, and \_\_\_\_\_ with an address of \_\_\_\_\_, witnesses as follows:

A. The CTLR studied the feasibility of selling certified Texas Longhorn beef as specialty meats, differentiating this breed from all other beef in the marketplace. Extensive study and investigation into nutritional differences, and taste and texture restaurant trials determined a viable market for this unique product that will help perpetuate the breed for future generations. The CTLR hereby licenses use of the Cattlemen's Texas Longhorn Registry Certified Texas Longhorn beef logo in marketing materials including but not limited to point of sale, website and beef labeling. The person(s) or entity, hereby known as Licensee, entering into this agreement is held responsible for compliance with all requirements for licensure of certification. The licensee must provide documentation upon request of verification of positive identification for all animals marketed under certification. Positive identification is the responsibility of the breeder and seller of an animal as described in the CTLR Rules and Bylaws. The licensee is responsible for procurement, transportation, slaughter, packaging and marketing of approved cattle, and affirmation that they meet the quality and species standards.

B. CTLR, among its other projects, provides a certification service to ensure that its members' cattle satisfy the requirements to constitute full-blood Texas Longhorn cattle. CTLR is dedicated to preservation through conservation of the purest Texas Longhorn cattle of the highest quality. CTLR maintains a database identifying certified Texas Longhorn cattle. CTLR has expertise in identifying full-blooded Texas Longhorn cattle and cattle of Iberian origin. CTLR claims a trademark for the mark attached to this agreement.

WHEREFORE, the parties agree as follows:

1. **Certification Services.** CTLR agrees to provide its services to assist the Licensee in identifying cattle that are eligible to be certified Texas Longhorn for their beef program. CTLR will assist in training inspectors and buyers in identifying phenotypic

traits of Texas Longhorn cattle. With this training, CTLR inspectors may assist Licensee in determining if cattle are eligible to be certified Texas Longhorn.

2. **Inspection and Analysis.** CTLR agrees to provide verification through its database of registration records of cattle presented by the Licensee for inclusion. The CTLR in performing certification services may use visual inspection of the cattle, DNA analysis, or CTLR's registration records to identify cattle eligible to be certified as Texas Longhorn Beef.

3. **Licensee Participation and Assistance.** CTLR will perform its certification services upon request of Licensee. Licensee is responsible for any travel or overnight lodging expense incurred by inspectors.

4. **Payment for Services and Expenses.** Licensee shall pay CTLR an initial sum in the amount of \$500.00 and agrees to pay a certification fee of \$1.00 per head for cattle marketed through the Certified Texas Longhorn program.

The Licensee will prepare an annual statement of cattle marketed through the Certified Texas Longhorn program, with sufficient detail for CTLR to track which animals and days are covered by the statement. The Licensee shall pay the previous year's annual statement submitted to CTLR by the 31st of January.

5. **Trademark License.** CTLR claims and owns a trademark in the logo and specimen shown on the attachment to this agreement. In consideration of the certification fees to be paid by the Licensee, CTLR grants the Licensee a license to use the trademark for any and all purposes related to the beef business of the Licensee. Licensee intends to attach CTLR's trademark to meat products in order to show that these products are derived from Texas Longhorn cattle.

6. **Term of Agreement; Termination.** The term of this Agreement shall commence as of the date specified in the preamble hereof, and shall continue thereafter until terminated by either of the parties hereto in any of the following manners:

(a) This Agreement may be terminated by written agreement of the CTLR and the Licensee.

(b) Either party may terminate this agreement, with or without cause, by providing 180 days advance written notice to the other party. Notwithstanding the giving or receipt of such a notice, both parties shall continue to perform under this agreement during the notice period unless relieved of that duty by the other party.

7. **Inability to Perform.** In case of a force majeure--a fire, explosion, interruption of power, strikes or other labor disturbances, lack of transportation facilities, shortage of labor supplies, floods, action of the elements, riot, interference of civil or military authorities, enactment of legislation or adoption of regulation or any unavoidable casualty or cause beyond the control of CTLR or the Licensee affecting the conduct of the CTLR's or Licensee's business to the extent of preventing or unreasonably restricting the receiving, handling, production, marketing, or other operation -- the Licensee or CTLR, or both, shall be excused from performing during the period that the party's business or operation is so

affected. The affected party in its judgment may, during such period, proceed with such portion of the business as CTLR or the Licensee has informed the other party it can economically handle.

The affected party shall give written notice to the other party of its inability to perform and the specific cause or causes for the non-performance.

8. **Complete Agreement.** The Licensee and CTLR agree that there are no oral or other conditions, promises, representations or inducements in addition to or in variance with any of the terms of this Agreement, and that this Agreement fully and completely represents that voluntary and clear understanding of both parties.

9. **Assignment.** Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other.

10. **Waiver of Breach.** No waiver of a breach of any of the provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision of this Agreement.

11. **Construction of Terms of Agreement.** The language and all parts of this Agreement shall be construed as a whole and not strictly for or against any party. In the event any term, covenant or condition of this Agreement is held to be invalid or void by a court, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement. This Agreement shall be interpreted under Texas law.

13. **Notices.** Whenever a notice is required by the terms of this Agreement, it shall be given in writing by delivery or by certified or registered mail addressed to the other party at the following address, or at such other address as a party may designate by providing notice:

If to \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If to CTLR:  
Cattlemen's Texas Longhorn Registry  
P.O. Box 36  
Tarpley, TX 78883

14. **Successors and Assigns.** Subject to the other provisions of this Agreement, all of the terms, covenants, and conditions of this Agreement shall ensure to the benefit of and shall bind the parties and their successors and permitted assigns.

**Cattlemen's Texas Longhorn Registry**

By:

Its:

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By:

Its: