

LICENSE AGREEMENT FOR USE OF DRAWINGS AND SPECIFICATIONS

The undersigned licensee (“Licensee”) desires to obtain from Birdlink, LLC the right to obtain drawings and specifications to facilitate Licensee’s construction of a single structure, and Birdlink LLC is willing to grant such right to Licensee on the terms and conditions set forth below, which both parties agree shall govern their rights, duties and obligations to each other with respect to the subject matter of this agreement (“License Agreement”).

Therefore, in consideration of the foregoing, Birdlink, LLC and Licensee agree as follows:

A. Use of Drawings and Specifications

1. These Drawings and Specifications (the “Plans”) are the property of Birdlink, LLC, and are protected by United States Copyright Laws. Any use of the Information contained in the Plans beyond the one-time use authorized by a purchase of this License, or any duplication, publication, sale or distribution of any part of these Plans without prior written consent of Birdlink, LLC is prohibited and represents a violation of federal laws subject to criminal and civil penalties.
2. A purchase of this License grants a limited license to the purchaser as “Licensee” to use such Plans to construct a single structure in accordance with the terms hereof. These terms represent the License Agreement between Birdlink, LLC and Licensee. Licensee acknowledges that all rights of ownership, title, and interest in the copyrights, Plans, and derivative works remain with Birdlink, LLC, or if derivative works are created by Licensee or its builder after Licensee’s purchase, the rights therein are hereby transferred by Licensee to Birdlink, LLC. Modified plans are considered derivative works of the original and receive the same copyright protection even if completely redrawn. This License for use of the Plans ends with the completion of the structure or abandonment of the construction project for which the License was acquired. This limited License is personal to Licensee, and Licensee acknowledges that the Plans and License are not transferable to a third party.
3. Any use of the Plans or modifications of the Plans, by the Licensee’s builder or others is done at Licensee’s own risk. The information contained within the Plans is to indicate design intent and basic construction detailing. It is the Licensee’s builder’s responsibility to provide standard construction details and practices, to create a structurally sound finished project.

B. Content of Plans

1. These Plans include a planting design typical for the North East, and may not be appropriate for all regions. Birdlink LLC can provide paid consultation for additional site specific planting plans.

2. These Plans provide ideas and concepts and are not intended to be complete in all respects and details. Variations in choice of building materials can change details. Varying local codes, ordinances, regulations, may also dictate that certain details be changed in order to comply therewith.

3. The qualifications and limitations contained in the Specifications attached to the Plans are incorporated herein by reference.

C. Licensee's and its Builder's Responsibilities

1. It is the responsibility of the Licensee and its builder to ensure that:

(a) all construction is in accordance with the latest edition of all applicable National, State, and Local Building Codes.

(b) all construction is in accordance with the latest edition of all applicable construction standards, fire department standards, utility company standards, and best practices.

(c) all manufactured articles, material, and equipment are applied, installed, connected, erected, used, cleaned, adjusted, operated, and conditioned as directed by manufacturers, and that builder follows all instructions to maintain and preserve all expressed and implied warranties and guarantees.

(d) all materials, equipment, and components are of good quality.

(e) all dimensions and details are accurate and appropriate according to local conditions and that the final selection of materials such as lumber, structural members, construction panels, etc. (all of which can create variations in dimensions and details) are consistent therewith.

(f) any changes or deviations from the Plans that are the result of such variances have been incorporated into and coordinated with the Plans.

(g) all building permits from the applicable building department have been obtained.

(h) all dimensions have been verified, and any discrepancies addressed prior to submission of construction proposal and beginning of work.

2. Licensee shall not scale plans up or down but instead build structure as specified in plans or consult with Birdlink LLC to tailor plans to desired dimensions if possible. For all dimensions and locations, refer to dimensions on Plans. It is the responsibility of the Licensee and its builder to verify all dimensions in the field.

D. General

1. Any names of materials and manufacturers shown on these Plans do not represent an endorsement or recommendation by Birdlink, LLC. Final selections of materials are the responsibility of the Licensee and Licensee's builder, including but not limited to proper installation of materials, drilling, fitting, welding, and many other small items and details not necessarily indicated in the Plans, and over which Birdlink, LLC has no control or responsibility. Birdlink, LLC shall not be held liable for any errors, omissions, or deficiencies in any form.

2. THE PLANS ARE PROVIDED "AS IS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, LICENSEE AGREES THAT IT IS LICENSEE'S RESPONSIBILITY TO ENSURE, PRIOR TO USE OF ANY PLANS, THAT SUCH PLANS ARE ACCURATE, SUITABLE FOR LICENSEE'S PURPOSES AND THAT THEY COMPLY WITH ALL APPLICABLE LAWS.

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4. No waiver of any obligation or right of either party will be effective unless in writing, executed by the party against whom it is being enforced. The terms of this License represent the entire agreement between Licensee and Birdlink, LLC with respect to the subject matter hereof, and supersede any and all prior understandings, statements or representations, whether electronic, oral or written, regarding such subject matter. The terms of this License shall be deemed severable. In the event that a provision is determined to be unenforceable or invalid, it shall nonetheless be enforced to the fullest extent permitted by applicable laws, and such determination shall not affect the validity and enforceability of the remaining provisions.

5. This License Agreement is governed by the laws of the State of New York and United States Copyright Laws. The parties agree that any suit brought on any claim related to the provisions hereunder (including any suit for copyright infringement for exceeding the scope of the license) shall be brought exclusively in the state or federal courts located in New York County, New York.