

# Retail Agreement

This Agreement is between Curtis Sebring, an individual, whose address is 424 SE Franklin Court, Blue Springs, MO, (hereinafter called "Retailer"), and Roderus Productions, LLC, a Limited Liability Corporation, with its principal office at 14732 Bellamy Road, Tampa, FL (hereinafter called "RP,LLC").

## I. GRANT OF LICENSE TO RESELL; OWNERSHIP AND TITLE; MARKETING

1. RP,LLC hereby grants to Retailer right to acquire (from RP,LLC) copies of the video presently titled "Ultimate AK Style Rifle Builder" (hereinafter the "video"), for resale.
2. Retailer agrees not to market or attempt to sell the video through the following venues: www.homegunsmith.com, www.amazon.com, www.gunbroker.com, and www.ebay.com as RP,LLC claims exclusive marketing rights to these outlets. RP,LLC may also market the video through other outlets but does not make exclusive claim to any but the above.
3. RP,LLC warrants that it has the right to grant the retailing rights specified in this Agreement for the video.
4. Retailer shall obtain copies of the video only from RP,LLC and shall not under any circumstance make any copy or copies of the video in any form. Retailer agrees to liquidated damages in the amount of \$100,000 for breach of this particular term.
5. RP,LLC retains all right of ownership of title in the video.

## II. ROYALTIES; ACCOUNTING

1. RP,LLC will pay all costs associated duplication and retail packaging of the copies of the video, as well as the cost of shipping copies of the video to Retailer. RP,LLC will provide inventory of the video to Retailer at no cost, however RP,LLC reserves the right, in its sole judgment, to determine the quantity of videos to provide at any one time, taking into account the sales history of Retailer. RP,LLC shall suspend shipping any copies to Retailer while Retailer is in arrears for accounting or payment as required by this agreement.
2. Retailer will set sale prices as he sees fit for his market.
3. Each month, by the 5<sup>th</sup> business day of the month, Retailer shall provide to RP,LLC an accounting of the number of copies sold, transferred, or otherwise disposed of during the prior month along with all funds due for those copies.
4. Funds due for copies are based on 45% of our suggested retail price of \$59.95 per copy, regardless of the actual amount (if any) charged by Retailer. Therefore, Retailer shall remit to RP,LLC \$26.97 per copy sold, transferred, or otherwise disposed of during the previous month. Remittance shall be made by PayPal to RP,LLC unless Retailer and RP,LLC shall agree to another method in writing.
5. RP,LLC shall have the right to audit the records of Retailer as they relate to the sales of the video. Such audits shall take place during normal business hours and upon reasonable notice to Retailer.
6. This Agreement shall not be assigned by Retailer.

### III. PROPRIETARY RIGHTS; REMEDIES

1. Retailer acknowledges RP,LLC's ownership of any and all claims of copyright to the video.

2. In the event RP,LLC learns Retailer has infringed, allowed or caused others to infringe, or in any other way willfully facilitated infringement of RP,LLC's rights to the video, including but not limited to making any copy of the video for any purpose other than "fair use" as defined in United States Copyright law, Retailer agrees to pay \$100,000 in liquidated damages to RP,LLC. Additionally upon such infringement, the license granted by this agreement shall terminate.

3. Retailer understands and agrees: (i) that RP,LLC makes no representation or warranty concerning the accuracy or reliability of the information contained in the video; (ii) that the contents of the video are intended for education use only and that if Retailer or its customers act upon the information disseminated therein, they do so at their own risk.

#### 4. INDEMNIFICATION OF RP,LLC BY RETAILER

a. RP,LLC shall to the extent allowable under the laws and Constitution of the State of Florida, hold harmless Retailer, from any liability or loss resulting from the negligent acts or omissions of RP,LLC, its officers, agents and employees in the performance of their obligations hereunder, provided however that RP,LLC shall not hold Retailer harmless from claims arising out of the negligence or willful malfeasance of Retailer, its officers, agents or employees, or other persons not subject to the control or supervision of RP,LLC. Retailer shall indemnify and hold harmless RP,LLC, its officers, agents or employees, from and against any claims, demands or causes of action arising out of the practice of the license granted hereunder by RP,LLC.

b. This Section shall survive expiration of termination of this Agreement.

### VII. MISCELLANEOUS

1. All correspondence, and notices from Retailer to RP,LLC should be sent to:

Frank Roderus, President  
Roderus Productions, LLC  
14732 Bellamy Road  
Tampa, FL 33625

2. If any provision of this Agreement shall be held invalid, illegal or unenforceable and such provision does not constitute a substantial part of this Agreement such that its deletion from this Agreement would defeat the purpose of this Agreement, the validity, legality or enforceability of the remaining provision(s) shall not be impaired thereby.

There shall be prepared two original copies of this agreement. This agreement shall not be valid until both parties have signed the agreement and initialed the bottom of each page. No changes, alterations, or amendments may be made to the printed text of this agreement - all changes must be made in writing, by new agreement between the parties.

Signatures:

  
Curtis Sebring - Retailer

5-31-05  
Date

\_\_\_\_\_  
Frank Roderus, President - RP,LLC

\_\_\_\_\_  
Date