



Donation Request Form - DIY Building Plans

We are delighted to hear that your educational nonprofit (i.e. public school, institute, etc.) wants to build a Tumbleweed Tiny House as a student learning project, referred to in our Building Plan End User License Agreement as the Educational Project.

We will provide you with one set of Tumbleweed Tiny House Building Plans at no cost if you are able to provide the following information and follow through on the action items (if you are not able to provide the item, simply say so), and sign and return the attached End User License Agreement:

1. What is the Federal Tax ID number and legal name of the organization to receive the plans?
2. Is the organization a nonprofit? Please provide a document indicating you are a nonprofit.
3. What is the name, phone number, and e-mail for the person responsible for photos of the building project? What is the url for posting the photos?
4. What is the name, phone number, and e-mail for the person responsible for videos of the building project? What is the url for posting the videos?
5. Who is the main contact we should communicate with?
6. What is the name, phone number, and e-mail for the person responsible for blogging of the building project? What is the url for the blog?
7. What is the name and contact and location information for the open house, if there is one?
8. Which Tumbleweed Tiny House building plans would you like?

Select here <https://www.tumbleweedhouses.com/diy/tumbleweed-tiny-house-building-plans/>

Once we have this information, we will send you the set of Tumbleweed Tiny House Building Plans you selected. Then, we will need a receipt from your organization indicating the receipt of the Building Plans, a value of \$759.00.

I look forward to your reply.

Sincerely,

Customer Services

Email: support@tumbleweedhouses.com

Tel: 877-331-8469

Tumbleweed Tiny House Co.

15 W. MacArthur Street

Sonoma, CA 95476



END USER LICENSE AGREEMENT

IMPORTANT READ CAREFULLY: This End User License Agreement (the "Agreement") is a legal agreement between you and Tumbleweed Tiny House Company, a California company with a principal business address of 15 West MacArthur St., Sonoma, CA 95476 (hereinafter "Licensor," "we," or "us"). By downloading or otherwise using the Licensed Product, you agree to be bound by the terms of this Agreement. Either of us may be referred to individually as a "Party" or collectively as the "Parties."

Please be advised: this license is intended for the construction of a structure for an Educational Project as referenced on your Donation Request Form. THIS LICENSE EXPRESSLY PROHIBITS CONSTRUCTION FOR COMMERCIAL RESALE AND ANY USE FOR MARKETING PURPOSES..

1. Our Plans. We recommend consulting with a licensed contractor prior to attempting to build the Licensed Product. Our plans have not been checked for compliance with the particular codes or conditions in your area. We recommend that you consult with your local building officials before installing any new structure, in order to ensure that your house will comply with local building codes.

2. Intellectual Property and Reproduction Rights. We shall retain all right, title, and interest to the intellectual property, trade secrets, and know-how in the Licensed Product ("Intellectual Property"). You acknowledge that no title to or rights in the Intellectual Property are transferred to you from us under this Agreement. You agree not to remove any trademark, copyright, or other proprietary notices on or in any portion of the Licensed Product as delivered and to reproduce all such notices on all authorized copies. This sale does not give the buyer any rights to, reproduce, distribute, or make any other use of the TUMBLEWEED®, Elm®, Linden®, Mica®, Cypress® or House-to-Go®, Trademarks and logos, any plans, specifications, instructions, manuals, photographs or other such materials supplied with your Tiny House without our express written permission.

3. License. We grant to you a non-exclusive, nontransferable license solely for your Educational Project to (a) access electronically, use, and display the Licensed Product on a single workstation; (b) to print out up to five (5) hard copies of the Licensed Product for your Educational Project only; (c) to construct two houses within twelve (12) months of receiving the Licensed Product and based upon the Licensed Product for Educational Project only; (d) to customize the Licensed Product for your Educational Project only; and (e) to make a single back-up copy of the Licensed Product for archival and contingency purposes only. Your rights in the Licensed Product shall be limited to those expressly granted in this Agreement. Any use which exceeds the scope of this license grant shall be deemed to constitute a material breach of this Agreement, including but not limited to using the Licensed Product for commercial purposes.

4. Restrictions. You shall not distribute, share, rent, resell, lease, sublicense, reproduce, or otherwise disclose or transfer the Licensed Product to any third party. You shall not use the Licensed Product in a network, or in any other multiple use arrangement, or allow third parties to have electronic access to the Licensed Product. You shall not use the Licensed Product for any commercial purposes, make more than five (5) hard copies of the Licensed Product, share any copies of the Licensed Product with third parties, or permit the Licensed Product to be used by any third party for commercial purposes. You shall not share any customizations you have made to the Licensed Product with any third party or use those customizations for any commercial purpose, nor shall you permit any third party to disassemble or reverse engineer your house after it is constructed. Notwithstanding the foregoing, you are authorized to distribute up to five (5) hard copies to contractors building a single house for your own purposes; provided that, however, such contractors may not use the Licensed Product to build any house other than your house, and must then return or destroy all hard copies upon completion of the work on your house Any failure to abide by the restrictions set forth in this Section shall expressly constitute a material breach of this Agreement.

5. Term; Termination. This Agreement commences as of the date on which you accept the terms of this Agreement (the "Effective Date") and is perpetual. This Agreement will automatically terminate upon notice in the event you materially breach any term or condition of this Agreement. You understand that (a) exceeding the scope of the license and (b) failing to pay any installment payment when due shall expressly constitute material breaches of this Agreement. Upon any material breach, your non-exclusive license shall cease and terminate, and you shall have no further right to access electronically, use, display, print, reproduce, make copies of, or make archival back-up copies of the Licensed Product. The following terms and conditions shall survive any termination of this Agreement: Sections 2, 4, 5 and 7-10.

6. Disclaimer of Other Warranties. The Licensed Product is provided on an "as is" basis. Use of the Licensed Product is at your own risk. You solely assume any and all risks with respect to the construction of your house based on the Licensed Product. We can make no warranty that the Licensed Product will meet all of your needs or result in a successful or satisfactory outcome for you, nor can we warrant that the Licensed Product will be completely accurate, current, complete, or free from errors and omissions. We can make no warranty that the Licensed Product will comply with the particular codes or conditions in your area, nor can we warrant that your actual costs will not vary from our estimated building costs.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY SET FORTH ABOVE, WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, RESULTS, GUARANTEES, OR REPRESENTATIONS WITH RESPECT TO THE LICENSED PRODUCT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

7. Remedies. Upon receipt of written notice from you of a physical defect in the delivery of the Licensed Product, our entire liability and your sole and exclusive remedy shall be to receive a replacement delivery of the Licensed Product at no charge.



END USER LICENSE AGREEMENT - continued

8. Indemnification. You agree to indemnify, defend, and hold harmless us, our officers, directors, employees, independent contractors, representatives, and agents from and against any and all loss, damage liability, and expense (including without limitation reasonable fees for attorneys and experts) arising out of any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that (a) if true, would constitute a breach of any representations or agreements by you hereunder; (b) arises out of any negligence or willful misconduct by you; (c) you have infringed our intellectual property rights hereunder; or (d) is based on any third party claim that arises out of this Agreement.

9. Miscellaneous.

9.1 In no event shall we be liable for any incidental, consequential, indirect, special, or punitive damages, or lost profits, arising out of, or related to, this Agreement, even if we have been advised of the possibility thereof, and regardless of whether the claim is based on contract, tort, or another theory or cause of action.

9.2 If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected. The meaning of that provision will be construed to the extent feasible, to render the provision unenforceable

9.3 This Agreement may not be modified or waived in whole or in part except in writing signed by you and a duly authorized officer of the Licensor.

10. Governing Law; Dispute Resolution

This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the laws of the State of California.

Should you have any questions about this Agreement, or if you desire to contact us for any reason, all communications should be directed to: Tumbleweed Tiny House Company, 15 West MacArthur St., Sonoma, CA 95476.