

**1<sup>st</sup> Time Non Sanctioned Contest (without proclamation) Licensee Agreement**

THIS LIMITED LICENSE for a 1<sup>st</sup> Time Non Sanctioned Contest is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Kansas City Barbeque Society, a Missouri Corporation, (KCBS), and \_\_\_\_\_, [a corporation] [an LLC] or [individually], with [its][his] principal place of business at \_\_\_\_\_ (“Licensee”).  
Name of Contest: \_\_\_\_\_, Date of Contest: \_\_\_\_\_

Licensee desires to conduct a competitive BBQ competition and has requested the assistance of KCBS which has extensive expertise in the sanctioning and operations of competitive BBQ competitions. Licensee understands that KCBS sanctions nationally recognized BBQ competitions and has developed, rules of competition, training and techniques for blind judging, software, copyrights, trade secrets and other confidential information, all referred to as “Confidential Information”. Licensee desires to utilize said “Confidential Information” along with the assistance of KCBS Contest Representatives to assist in their contest.

KCBS hereby grants to Licensee a single use, limited one time, non exclusive license and the right to use the “Confidential Information” including but not limited to the current:: KCBS Rules and Regulations, Judging Procedures, Meat Inspection procedures, Judging Plates and Slips, blind judging system, recorded meeting for cooks, judges and table captains, and the services of KCBS Contest Reps for one use, at the contest listed above and on said dates listed above.

Licensee agrees to be in compliance with all KCBS Rules and Procedures when utilizing this one time License. Licensee agrees that said “Confidential Information” is proprietary, secret and may only be utilized by reason of this license, and no other rights of use are conferred upon Licensee. Licensee agrees that all materials not consumed at the BBQ competition shall be returned to KCBS. Licensee has represented that the application for this license is based upon a desire to be sanctioned by KCBS at all BBQ competitions, put on by Licensee in the future, if any. Licensee agrees that it will not utilize “Confidential Information” in the future unless sanctioned by KCBS.

Licensee agrees to print on all materials where the contest name is utilized the words in small print: “A Contest Licensed by KCBS”. Licensee further guarantees the payment of any advertised prize monies, which it publishes. Licensee agrees to pay all expenses incurred by Contest Reps as reimbursement for expenses at the end of the contest. Licensee agrees to provide needed material and supplies requested by KCBS Rep to run the contest. In addition Licensee agrees to provide all support personnel required by the KCBS Contest Rep, including meat inspectors and volunteers to work in the Judging area.

It is understood, that this agreement does not create a partnership. The Licensee may not bind or contract on behalf of KCBS. KCBS agrees to provide the Licensee with a proprietary set of contest rules, materials and the officials to conduct the judging portion of the contest. The Licensee is responsible for all other issues concerning their event. KCBS does not make any representation to Licensee, nor guaranty the profitability of any contest, by agreeing to provide this limited license. Licensing does not guaranty the number of participants who will participate, and no representation has been made to Licensee. It is further understood that any violation of the above conditions contained in this agreement, will at the sole option of KCBS cause this agreement to be null and void. In that event, KCBS will withdraw this License and will not provide services to the Licensee.

In consideration of the above covenants, the undersigned Licensee, officially representing the organization herein named, its officers and directors, agrees to hold Kansas City Barbeque Society (KCBS), its Board of Directors, officers, volunteers, and their assigns harmless from any and all claims, suits or proceedings of any nature which may be brought against them on account of any action, non action on the part of the Licensee, its officers, employees or volunteers including any injuries to the person or property received during or related to the above described event.

IN WITNESS WHEREOF, the parties have executed this Proprietary Information Agreement under seal effective the date first written above.

**KCBS**  
by \_\_\_\_\_  
its \_\_\_\_\_

**LICENSEE**  
By: \_\_\_\_\_  
Its \_\_\_\_\_

**Contest Reps Requested:** \_\_\_\_\_

**Organizer Contact Info (please print)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_