

**LINKING LICENSE AGREEMENT
(California Avocado Commission)**

Adding a link to and from Your Web site to and from
www.avocado.org and/or www.CaliforniaAvocado.com

THIS LINKING LICENSE AGREEMENT (hereinafter "Agreement"), is effective the _____ day of _____, _____, by and between the CALIFORNIA AVOCADO COMMISSION, a California state government agency with its principal place of business in Irvine, California (hereinafter "COMMISSION"), and _____, a _____ with its principal place of business in _____, _____, ("LICENSEE").

RECITALS

WHEREAS, COMMISSION conducts advertising, promotion and public relations activities for California avocados, and maintains a consumer oriented Internet Web site located at www.avocado.org and/or CaliforniaAvocado.com ("COMMISSION'S WEB SITE"); and

WHEREAS, LICENSEE desires to create a link to COMMISSION'S WEB SITE for the purpose of adding extra value to LICENSEE'S WEB SITE visitors, and COMMISSION and LICENSEE desire to provide such a link pursuant to the terms and conditions set forth herein.

WHEREAS, COMMISSION desires to increase the number of users visiting COMMISSION'S WEB SITE; and

WHEREAS, LICENSEE maintains an Internet site located at _____, for the purpose of _____ ("LICENSEE'S WEB SITE"); and

WHEREAS, LICENSEE desires to have a link to Your Site posted on COMMISSION'S WEB SITE based upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. License. The COMMISSION hereby grants to LICENSEE, and LICENSEE hereby accept, a nonexclusive, royalty free, nontransferable license to display a Link (as defined below) to the home page of COMMISSION'S WEB SITE on the Web site owned or operated by LICENSEE. Such Link shall consist solely of the

COMMISSION'S logo (the "Logo") as specified by COMMISSION from time to time. LICENSEE may not modify, edit, or alter the Logo in any manner. Nothing in this Agreement shall grant to LICENSEE any rights in the Logo, the COMMISSION'S WEB SITE, or any other intellectual property of COMMISSION, other than as expressly set forth in this Agreement. For purposes of this Agreement, "Link" shall mean a hypertext link located on LICENSEE'S WEB SITE which shall link directly to the home page of COMMISSION'S WEB SITE located at www.avocado.org and/or www.CaliforniaAvocado.com (as such URL may be modified from time to time), and which shall be implemented by LICENSEE solely in accordance with this Agreement.

2. Definitions. Terms used in this Agreement shall have the meanings given below:
 - 2.a. Home Page shall mean the first page of a Web site which is displayed when accessing the associated URL.
 - 2.b. Links shall mean hypertext, text, banner, logo and contextual links ("Graphical Image") which permit a user to go from one party's Web site to another by clicking on the Graphical Image.
 - 2.c. Marks shall mean the names and logos of the respective parties.
3. Guidelines. LICENSEE agrees to comply with the following guidelines:
 - 3.a. LICENSEE may use the Logo only in the specific format provided to LICENSEE by COMMISSION, as the Logo and format may be modified and provided to LICENSEE by COMMISSION from time to time. The Logo and format shall be provided to LICENSEE only after LICENSEE agrees to be bound by the terms and conditions of this Agreement by affixing your signature at the bottom of this Agreement.
 - 3.b. LICENSEE may use the Logo only on LICENSEE'S Site, and not in any other manner. The Logo must always be an active link to the homepage of the COMMISSION site and not to any other page, as "deep linking" past the COMMISSION homepage is strictly prohibited. Any Links must display such homepage exactly as it has been created by COMMISSION; no "framing" or other alterations or additions are permitted.
 - 3.c. The Logo may be used only on Web pages that make accurate references to the COMMISSION or its products or services, and must be displayed adjacent to the reference or at the bottom of the same page. The Logo should not be the most prominent element on LICENSEE'S Site's Web pages. Your Web page title and other trademarks and logos must appear at least as prominently as the Logo. LICENSEE may not display the Logo in any manner that implies sponsorship, endorsement, or license by COMMISSION, or in any manner that can be reasonably interpreted to suggest that

editorial content on LICENSEE'S Site has been authored by, or represents the view or opinions of, COMMISSION.

- 3.d. The Logo must appear by itself, with a minimum of 10 pixels of spacing between each side of the Logo and the other graphic or textual elements on your page. The Logo may not be used as a feature or design element of any other logo.
- 3.e. LICENSEE may not alter the Logo or any elements thereof in any manner, including size, proportions, colors, etc., nor may LICENSEE animate, morph, or otherwise distort their perspective or appearance.
- 3.f. LICENSEE may not use the Logo on any site that disparages COMMISSION or any of its affiliates or their respective personnel, products, or services.
- 3.g. COMMISSION reserves the right to change or discontinue any or all segments of its Web site without notice.
- 3.h. COMMISSION is not responsible for the content available on any Web sites linked to the COMMISSION'S WEB SITE, and access to any such Web site is at the user's own risk.

4. Linking. COMMISSION shall establish and maintain at least one Link from www.avocado.org and/or www.CaliforniaAvocado.com to LICENSEE'S WEB SITE, located on the Internet at _____.

5. Management of Respective Internet Sites. COMMISSION shall be solely responsible for hosting and managing the content of the COMMISSION WEB SITE at its own expense and LICENSEE shall have no obligations whatsoever with respect thereto. LICENSEE shall be solely responsible for hosting and managing the content of LICENSEE'S WEB SITE at its own expense and COMMISSION shall have no rights or obligations whatsoever with respect thereto. Each Party shall review, delete, edit, create, update and otherwise manage all content and services available on or through its own Internet site.

6. Intellectual Property. COMMISSION hereby grants to LICENSEE a limited license to use COMMISSION Marks solely for the purpose of providing an active link to the Home Page of the COMMISSION'S WEB SITE and LICENSEE hereby grants to COMMISSION a limited license to use LICENSEE'S Marks on the COMMISSION WEB SITE solely for the purpose of providing an active link to the Home Page of LICENSEE'S WEB SITE.

The parties acknowledge and agree that (a) each party's Marks are and shall remain the sole property of that party; (b) nothing in this Agreement shall convey to either party any right of ownership in the other party's Marks; (c) neither party shall now or in the future contest the validity of the other party's Marks; and (d) neither party shall in any manner take any action that would impair the value of, or goodwill associated

with, such Marks. The parties acknowledge and agree that all use of the other party's Marks by a party shall inure to the benefit of the party whose Marks are being used.

Except as expressly licensed under this Agreement, each party shall retain all rights and interests in its WEB SITE, trademarks, copyright and other intellectual property rights.

7. Representations and Warranties. LICENSEE hereby represent and warrant to COMMISSION that (a) LICENSEE have the right, power, and authority to enter into this Agreement and perform LICENSEE'S obligations as set forth herein; (b) LICENSEE are under no obligation or restriction that does or would interfere or conflict with LICENSEE'S obligations under this Agreement, nor shall LICENSEE assume any such obligation or restriction; and (c) the information provided by LICENSEE in connection with this Agreement is true, correct, and complete.

8. Covenants. LICENSEE hereby covenant and agree with COMMISSION that (a) LICENSEE shall comply with COMMISSION'S Privacy Policy and User's Agreement, each as in effect from time to time; (b) LICENSEE'S Site shall not be operated in violation of any applicable federal, state, or local law, rule or regulation; (c) the content included on LICENSEE'S Site, as well as the operation of LICENSEE'S Site, the content developed by LICENSEE or on its behalf on LICENSEE's WEB SITE does not and will not violate or infringe the copyright, trademark, trade name, patent, literary, intellectual, artistic, dramatic, publicity, or privacy, or any other right of any entity or person or contain any material that is libelous, slanderous, or obscene; (d) does not and will not constitute a defamation or invasion of the rights of privacy or publicity of any entity, (e) if any of the information provided in this Section 8 changes at any time, LICENSEE shall notify COMMISSION as specified below in Section 14; (f) LICENSEE'S Site shall not publish, link to, sell, or otherwise distribute Adult Content (as defined below), and LICENSEE shall remove any such Adult Content as soon as LICENSEE become aware, or are made aware, of such Adult Content. For purposes of this Agreement, "Adult Content" means any material, including textual, audio, or video material, that is violent or pornographic or that contains nudity, explicit violent or sexual material, or depictions of violent or sexual acts.

9. Use of Data. LICENSEE shall not have the right to use, publish, share, sell, or otherwise distribute any data collected with respect to users of COMMISSION'S WEB SITE that relate to (a) their clicking on a Link; (b) their use of www.avocado.org and/or www.CaliforniaAvocado.com; or (c) any other information deemed proprietary by COMMISSION.

10. Disclaimer of Warranties. COMMISSION HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE LOGO, COMMISSION'S WEB SITE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. COMMISSION obtains the content appearing on COMMISSION'S WEB SITE from sources that it considers to be reliable; however, neither COMMISSION nor any of its vendors warrants the accuracy or completeness of such content.

11. Limitation of Liability. IN NO EVENT SHALL COMMISSION BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, SAVINGS, DATA, OR USE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF THIS AGREEMENT. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT NO MONETARY PAYMENT IS REQUIRED UNDER THIS AGREEMENT AND THE LACK OF SUCH PAYMENT IS BASED IN PART ON THESE LIMITATIONS. THE PARTIES FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Without limiting the foregoing, COMMISSION shall have no responsibility for any monetary damages under any contract, tort, or other legal or equitable theory, regardless of the form of the action. Such limit shall apply whether or not COMMISSION has been advised of the possibility of such damages.

12. Indemnification. LICENSEE agrees to indemnify and hold harmless COMMISSION and its respective officers, directors, employees, contractors and agents from and against any and all claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorney fees) arising out of or accruing from (a) any misrepresentation or breach of LICENSEE representations and warranties set forth in this Agreement; and (b) any noncompliance by LICENSEE with any covenants, agreements, or undertakings contained in or made under this Agreement.

13. Term and Termination.

13.1. The term of this Agreement shall begin on the Effective Date noted above and shall continue until terminated as provided herein.

13.2 COMMISSION may terminate this Agreement or modify LICENSEE'S permission to display its Mark at any time with or without cause in COMMISSION'S discretion, without liability to LICENSEE of any kind, on notice to LICENSEE.

13.3. LICENSEE may terminate this Agreement at any time on 30 days' prior written notice to COMMISSION.

13.4. This Agreement shall terminate automatically if, at any time, LICENSEE is in violation of this Agreement. In the event this License is terminated, LICENSEE will remove all references to COMMISSION, including the link and Mark, within twenty-four (24) hours of written request by COMMISSION.

13.5. COMMISSION has the sole right to own and/or control the content displayed on COMMISSION'S WEB SITE, including, but not limited to, all copyrights, trademarks, trade names, service marks, and other proprietary rights. Whether or not COMMISSION terminates this Agreement as provided herein, COMMISSION reserves the right to

take action against any use that does not conform to this Agreement, infringes any intellectual property or other right of COMMISSION, or violates applicable law. COMMISSION also reserves the right to limit content from anyone linking to www.avocado.org and/or www.CaliforniaAvocado.com.

13.6. Immediately on the termination of this Agreement, LICENSEE shall disconnect all links to the COMMISSION'S WEB SITE and cease all use of the Mark.

14. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient on receipt, when delivered personally or by courier, overnight delivery service, confirmed facsimile, or confirmed e-mail, or 48 hours after being deposited in the regular mail as certified or registered mail with postage prepaid. Notices shall be sent to the following addresses:

CALIFORNIA AVOCADO COMMISSION	_____
12 Mauchly, Suite L	_____
Irvine, CA 92618-6305	_____
Fax: 949-341-1970	Fax: _____
E-mail: tbellamore@avocado.org	Email: _____
Contact: Tom Bellamore	Contact: _____
Telephone: 949-341-1955	Telephone: _____

LICENSEE may change the address for notices by providing COMMISSION written notice in the manner set forth above. COMMISSION may change its address for notices by updating this page and serving notice to LICENSEE. If LICENSEE has not indicated an address, or if LICENSEE'S address is no longer current, COMMISSION may use (a) the address indicated for the owner of the URL of Your Site in the database maintained by Network Solutions, Inc., or any other applicable domain registration authority; or (b) the e-mail address of the webmaster of LICENSEE'S Site, or any other similar e-mail address specified on LICENSEE'S Site.

15. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts-of-laws provisions thereof. The parties hereby submit to the exclusive jurisdiction of the federal and state courts located in the County of Orange, and any action or suit under this Agreement shall only be brought by the parties in any federal or state court with appropriate jurisdiction over the subject matter established or settled in the County of Orange.

16. Amendment. COMMISSION reserves the right in its sole discretion to amend this Agreement by providing LICENSEE with prior written notice thereof. If LICENSEE does not wish to be bound by any such amendments, LICENSEE may terminate this agreement within 30 days of receiving notice of such amendment by providing written notice of termination to COMMISSION.

17. Integration. This Agreement constitutes the entire agreement between the parties and supersedes all oral or written agreements and understandings made and entered into by the parties before the date hereof.

18. Assignment; Binding Effect. LICENSEE may not assign this Agreement in whole or in part without the prior written consent of COMMISSION, and any purported assignment in violation of this provision shall be null and void. Subject to the foregoing limitation, this Agreement is binding on and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns.

19. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

20. Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

21. No Other Relationship. This Agreement shall not be construed or deemed to create any partnership, joint venture, agency, franchise, or other form of agreement or relationship than as expressly set forth herein.

22. Survival. The provisions of this Agreement which are necessary to enforce or interpret it in the event of a dispute, both as to the letter and spirit of the Agreement, shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CALIFORNIA AVOCADO COMMISSION,
a California state government agency

Date: _____

By: _____

Tom Bellamore, President

Date: _____

By: _____

Name: _____

Title: _____

Send completed and signed agreement to California Avocado Commission, Attention Angela Fraser, 12 Mauchly, Suite L, Irvine, CA 92618-6305