

DESIGN AND IMPRINTING AGREEMENT

This Design and Imprinting Agreement (this "Agreement") is made and entered into as of the ___ day of _____, 20 , in Los Angeles, California by and between _____ (hereinafter referred to as "Customer") and MARIAK INDUSTRIES, INC. (hereinafter referred to as "Company"), with reference to the following facts.

RECITALS

A. Company is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and has its principal place of business at 575 W. Manville Street, Rancho Dominguez, California, 90220. Company's business includes imprinting designs from Company's library on fabrics and materials selected by its customers.

B. Customer desires that Company imprint certain designs from Company's library on fabrics and/or materials supplied to or purchased from Company, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Imprint of Designs; Customer Supplied Fabrics and Materials.

Customer hereby purchases the imprinting services of Company, together with the one-time right to use the designs from Company's library listed on Schedule "A" attached hereto and incorporated herein by this reference (the "Designs"). Customer acknowledges and agrees that the right to utilize the Designs is the property of Company, and Customer shall not reproduce in any way, without the written consent of Company, in any media, all or any part of the Designs. Customer is responsible for delivery of all Customer-supplied fabric and materials to Company's imprinting facility, at Customer's expense. All Customer-supplied fabrics and materials are subject to a ten percent (10%) misprint allowance.

2. Orders; Pricing.

All orders for custom imprinting shall be on Company's standard order forms, and shall be subject to Company standard terms and conditions as posted on Company's website, www.mariak.com, from time to time. All custom imprint orders are non-returnable/non-refundable. Company shall not be responsible for delays in production or delays in delivery due to circumstances beyond Company's control.

3. Representation and Warranty of Customer.

Customer hereby represents that the Designs provided by Customer, are being provided with the knowledge and written consent of all individuals and entities having the rights to exploit each such likeness, product, logo, trademark, material design and visual presentation. Customer represents that the use by Company of likeness, products, logos, trademark, material design and visual presentation furnished by Customer will not infringe on any copyrights, trademarks or any other intellectual property rights of any third party. At the request of Company, Customer shall provide Company with evidence of written authority to produce any likeness, product, logo, trademark, material design and visual presentation requested by Customer.

4. Indemnification of Company.

Customer shall indemnify Company, as well as Company's officers, directors, shareholders, representatives, agents, and employees, and shall hold them harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any breach of this Agreement by Customer.

5. Attorneys' Fees.

Should any party hereto institute any action or proceeding at law or in equity, or in connection with an arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or provision hereof, the prevailing party shall be entitled to recover from the losing party or parties reasonable attorneys' fees and costs the prevailing party in such action or proceeding.

6. Notices.

All notices, demands, requests or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given or served if sent by United States registered or certified mail, postage prepaid, addressed to the person(s) signing this agreement, at such person(s) address set forth on the first page hereof (or such other address as it may designate by notice given to the other party in manner aforesaid). In the case of a mailed notice, the registration slip or certificate slip, and not the return slip, shall be conclusive evidence of the mailing of any such notice, and such notice shall be deemed to have been given three (3) days after such mailing.

7. Miscellaneous.

(a) Applicable Law; Venue. This Agreement shall, in all respects, be governed by and construed according to the laws of the State of California. Any and all actions and proceedings in connection thereunder shall be brought in the County of Los Angeles, State of California, and each party hereto expressly waives the right to challenge such venue.

(b) Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

(c) Further Assurances. Each of the parties hereto shall execute and deliver, and acknowledge as appropriate any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary or appropriate in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto.

(d) Successors and Assigns. Except as otherwise expressly provided herein, no party may assign or transfer its rights or obligations hereunder without the written consent of all parties hereto. If properly assigned and transferred, all of the terms and provision contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successor and assigns.

(e) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings and representations with respect to its subject matter are hereby terminated and canceled in their entirety and are of no further force or effect. No party shall be entitled to rely on any statement, representation or agreement not herein stated.

(f) Interpretation. This Agreement shall, whenever possible, be given a reasonable practical and workable interpretation so as to effect the general intentions as of the parties. The covenants of good faith and fair dealing are incorporated herein by this reference. Neither party shall be entitled to any advantages due to another party's preparation of this Agreement.

(g) Modifications; Amendments. No amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all the parties hereto.

(h) Full Authority. Each of the parties and signatories to this Agreement represents and warrants that such party has the full right, power, legal capacity and authority to enter into and perform such parties respective obligations hereunder and that such obligations shall be binding upon such party, without the requirement of the approval or consent of any other person or entity in connection therewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as hereinabove stated.

By: _____

"Customer"

Mariak Industries, Inc., a California corporation

575 W. Manville Street
Rancho Dominguez, CA 90220

By: _____
Leo Elinson, Its President

"Company"

Designs

Schedule “A”