**REDIRONWORKS**

**715-451-4698**

**1761 SW BEAR DR**

**MADRAS, OR**

**Non-Disclosure Agreement (NDA)**

This Non-Disclosure Agreement ("Agreement") is entered into by and between Red Iron Works, LLC ("Company") and the Customer ("Customer") submitting project details for quotation or services. By providing information to the Company, the Customer agrees to the following terms:

**1. Ownership of Intellectual Property**

All designs, drawings, specifications, or other materials ("Customer Materials") provided by the Customer remain the sole property of the Customer. The Company acknowledges that it does not gain any ownership rights over Customer Materials unless explicitly agreed otherwise in a separate written contract.

**2. Confidentiality**

The Company agrees to treat all Customer Materials as confidential and will not disclose, share, or use them for any purpose other than providing a quote or performing agreed-upon services. The Company will not sell, distribute, or otherwise exploit Customer Materials without prior written consent from the Customer.

**3. Exceptions**

The Company may use or disclose Customer Materials only in the following cases:

* **Prior Written Agreement**: If the Customer and Company enter into a separate written agreement permitting specific use or sharing of Customer Materials, signed by both parties.
* **Non-Payment**: If the Customer fails to pay for services rendered, the Company reserves the right to use Customer Materials solely to recover unpaid invoices, subject to applicable laws.
* **Legal Requirements**: If disclosure is required by law, court order, or government authority.

**4. Customer Assurance**

The Company is committed to protecting your intellectual property. You may share project details, including designs and specifications, with confidence that they will be used only for the intended purpose of quoting or completing your project, unless otherwise agreed in writing.

**5. Term and Termination**

This Agreement remains in effect until the Customer Materials are returned or destroyed, or until a separate agreement supersedes these terms. Upon termination of any project or quote process, the Company will securely store or destroy Customer Materials at the Customer’s request.

**6. Governing Law**

This Agreement is governed by the laws of the State of Oregon. Any disputes arising under this Agreement will be resolved in the courts of Jefferson County, Oregon.

By submitting project details to Red Iron Works, LLC, you acknowledge and agree to the terms of this Non-Disclosure Agreement.

For questions or to request a custom agreement, contact us at 715-451-4698 or kent@redironmfg.com.