Trademark License Application & Agreement

Please read the Trademark License Application & Agreement carefully and completely before signing (agreement is 7 pages). Please make a copy of the agreement for your own records. Upon receiving and approving this License Agreement, the receipts of the Application/Training Fee and the completion and approval of the personal background check completed by our partner, Intellicorp, you will be notified of your acceptance into the Etiquette Factory's Training Program. At that time, you will be issued your Member ID that you can use immediately to begin training.

Educator's Information

Applicant's Name_____

Applicant's Residential/Mailing Address (Where all correspondence should go)

_____
_____
_____

Ship to: (Where training materials should be shipped)

_____
_____
_____

Phone # (home)_____
Phone # (cell) _____

Fax # _____
E-mail _____

License Agreement ! Please check appropriate box

☐ I will teach and own my own program. Indicate name of program using license guidelines _____

☐ I will teach for an existed Etiquette Factory owner as a Teacher. Indicate name of educator_____

☐ I am purchasing an existing EF Educator's Program. Indicate the name of the seller_____

Applicant's Signature:_____Date:_____

By Signing, I certify that I have read the entire 7 page License Application & Agreement and I agree to all terms outlined in the Etiquette Factory License Application & Agreement. I certify that I am at least 18 years of age and I meet all the requirements of becoming an Etiquette Factory Educator, including completing and paying for the background check by Intellicorp.

© The Etiquette Factory

Etiquette Factory License Agreement & Terms

The Etiquette Factory logo is a registered trademark of The Etiquette Factory. The Etiquette Factory issues this Etiquette Factory Trademark License to educators who: 1) fulfill the eligibility requirements as outlined in this license agreement and as outlined in the Trademark Qualified uses, which are for the sole purpose of presenting and promoting The Etiquette Factory programs; and 2) agree to all license agreement terms.

Children's *Camps, Workshops & Enrichment Programs* *(Children's Etiquette Educator Only)*

The Etiquette Factory program is designed to meet the needs of the community. An Etiquette Factory program must be taught using the training materials outlined in the Etiquette Factory Educator's Training Program. Although, an Educator may not be able to cover every skill or play every game as outlined in the training program, the Educator should stay in the perimeters of the program. The Etiquette Factory Educator may use their own creativity to meet the needs of their class, while adhering to the outline of the program. While the Etiquette Factory strongly encourages the Etiquette Factory Educator to follow the suggested class outline and class schedule located in the Training Program, the Educator may adjust the class schedule to meet the needs of their community and class.

Required Materials: The Etiquette Factory Educator must provide every child who enrolls in the Etiquette Factory Program with a new, full set of the *Camper's Gift Set, which includes the EF t-shirt, and Etiquette Jukebox CD and the EF Placemat. An educator's license must be "active," in order to sell, distribute, use, educate or advertise using the Etiquette Factory logo, trademark, training or materials.*

******Financial Obligation Alert********

Children's Etiquette Educator Only

Required Purchases for IN-State Educators: The Etiquette Factor Educator must purchase **$400.00** in wholesale products every year of their enrollment. If an Educator fails to purchase $400.00 by their year end date of their enrollment, the Educator forfeits their territory and their Etiquette Factory Educator License.

Exempt International Educators: Educators outside of the United States of America are not required at this time to order a minimum order of products annually. This policy is subject to change and all international educators will be given a 30 day notice when this exemption expires.

Required Class Sizes/Class Length/Class Location:

	Camps	1 Day Seminars	After School Enrichment
Class Length	3 hours per day/4 days or 3 hours per day/5 days	1 to 6 hours	1 hour/once or twice/week or 1 1/2 hour/once or twice/week
Class Size	12 maximum	unlimited children if over 12 yrs of age	16 maximum
Class Location	Classroom outside of a personal home	Classroom outside of a personal home	Classroom outside of a personal home

© The Etiquette Factory

This Etiquette Factory Trademark License permits the licensee to:

- advertise, promote, publicly display and use the Etiquette Factory name and registered trade mark logo as outlined in the license agreement.
- teach and distribute the Etiquette Factory curriculum, the Etiquette Factory program and the Etiquette Factory product line according to the terms and conditions as outlined in the license agreement.
- promote the program as a fully licensed Etiquette Factory Program and Distributor.
- offer Etiquette Factory classes, programs and curriculum materials from The Etiquette Factory.
- Purchase the Etiquette Factory Products at set Whole Sale Prices (prices may change from time to time).
- Sell the Etiquette Factory Products at suggested Retail Pricing as set by The Etiquette Factory.

The Etiquette Factory Trademark License prohibits the licensee from:

- using The Etiquette Factory name, marks or logos to sell goods other than those distributed by the Etiquette Factory.
- copying Etiquette Factory curriculum or materials, both current or discontinued to teach, conduct or distribute unless written permission is given by The Etiquette Factory.
- duplicating cds, dvds, placemats, or any curriculum or materials (part or whole).
- conducting training on behalf of the Etiquette Factory
- distributing the Etiquette Factory training program, training materials or any licensing contracts or documents (in part or whole) to any non-licensed educator.
- offering The Etiquette Factory classes or program without calling them or associating them with The Etiquette Factory.
- offering classes or programs that are not part of the Etiquette Factory program, yet calling them or referring to them in any way as part of the Etiquette Factory program.
- using any portion of the Etiquette Factory materials outside of the Etiquette Factory program.
- using persons to instruct any Etiquette Factory affiliated class who are not licensed educators.

License Eligibility Requirements:

A trademark license will be issued only to Etiquette Factory Educators who have successfully completed the following:

- the complete Etiquette Factory Training Program.

- full payment for the Etiquette Factory Educator's License received.
- check completed by Intellicorp, paid for (by applicant) and approved (by The Etiquette Factory).
- Etiquette License Agreement signed and received by The Etiquette Factory.

********Financial Obligation Alert********

Requirement For Both Children's & Business Educators

Fee Structure and Duration of The Etiquette Factory Owner's Trademark License ***(This section does not pertain to Teacher's License)***

All Etiquette Factory Educators are required to pay a monthly license renewal fee that is activated 30 days after full payment is received for the Educator's License and Training Program. The fee of $10.00 per month will be charged to the same credit card used to pay the original Educator's License and Training Program unless the educator notifies The Etiquette Factory and provides a different form of payment.

All Etiquette Factory Educators are required to participate in the Educator's Website Program Locator and other website features including class scheduling, class registration and owner bio. The cost of this program is $12.00 per month. This fee is activated 30 days after full payment is received for the Educator's License and Training Program. The fee of $12.00 per month will be charged to the same credit card used to pay the original Educator's License and Training Program unless the educator notifies The Etiquette Factory and provides a different form of payment.

Etiquette Teacher Option

If an educator teacher wishes to participate in the ongoing monthly training offered by The Etiquette Factory and/or wishes to receive a coupon code to receive commissions from purchases of The Etiquette Factory Product Line by his/her customers, then the teacher must participate in the $10.00 per month license renewal fee. If he/she wishes to participate, he/she can must request this participation upon registration.

The Etiquette Factory Program and Licensing Guidelines

- This license is nonexclusive.
- The program name, e-mail address, web address and business name by the licensee is subject to written approval by The Etiquette Factory before license may be granted.
- Use of a program or business name, e-mail address or web address is subject to written approval by The Etiquette Factory at its sole discretion. The Etiquette Factory reserves the right to deny a license if the above said names or addresses are viewed in any way as a conflict of interest or idea of The Etiquette Factory.

- ✤ The educator is responsible for checking and registering her/his business name with her/his local government authorities to make sure the business name is not already in use.
- ✤ All Etiquette Factory Educators should provide a business (program) name at the time of the application process.
- ✤ The Etiquette Factory name must be used in the business (program) name to help with name and product recognition.
- ✤ The business (program) name and web address must have consistent wording and name recognition. For example, if the business name is The Etiquette Factory with Kim, the web address should be consistent, www.TheEtiquetteFactorywithKim.net.

The Etiquette Factory Naming Guidelines:

- ✤ Regional identifications such as city, county, local areas or state can **not** be included in the business (program) name."
- ✤ The Etiquette Factory name must precede any other name. For instance: The Etiquette Factory with Kim" is acceptable, but "Kim's Etiquette Factory" is not acceptable.
- ✤ The presentation of the business name and use of logo must follow The Etiquette Factory trademark guidelines.

Business Names that include The Etiquette Factory name must be written using the words "at," "by," or "with" after the name, The Etiquette Factory. Examples are:

- The Etiquette Factory at Sullivans (name of restaurant, school, church, or private studio)
- The Etiquette Factory with Mary
- The Etiquette Factory by Little People Studios
- The Etiquette Factory with Ms Molly Manners

Business Names that do not include The Etiquette Factory name, but who offer The Etiquette Factory program, may advertise the program using The Etiquette Factory Logo or Trademark after the Business name by using the words, "presents," "features," or "offers." Examples are:

- Clinton College presents "The Etiquette Factory"
- Jan's Music Studio features "The Etiquette Factory"
- Colleen's Dance Fun offers "The Etiquette Factory"

Review information in "The Etiquette Factory Logo and Trademark Guidelines and Requirements"

Changes in Licensee Circumstances:

The licensee must notify The Etiquette Factory as soon as possible regarding the following changes:

- ✤ mailing address
- ✤ e-mail address
- ✤ shipping address
- ✤ phone number
- ✤ web site address
- ✤ change in teaching status of a teacher

The Etiquette Factory Code of Conduct

As an Etiquette Factory Educator, I will adhere to the Etiquette Code of Conduct to the best of my ability by:

- ✤ treating all families, clients & individuals who enroll in my program with the utmost respect, patience, kindness and grace.
- ✤ being prompt when returning phone calls, e-mails and other forms of communication (meaning within 48 hours of original contact).
- ✤ maintaining a professional and sensitive environment to ensure client's overall safety and well being.
- ✤ being patient and refraining from behavior that would be viewed as poor etiquette such as; yelling, causing embarrassment and using inappropriate language in the classroom

---

Termination of License Agreement

In order to cancel the license agreement and terminate the relationship between an educator and The Etiquette Factory, the educator must submit in writing the intent to discontinue being an Etiquette Factory Educator within 30 days of cancellation date. The communication may be mailed, faxed or emailed to The Etiquette Factory. The educator will receive a confirmation of receipt of such communication upon receipt of such. The contract will be terminated 30 days from receipt of correspondence.

© The Etiquette Factory

The Etiquette Factory reserves the right to investigate any misuse of its products, name, logo, trademark, training materials, and other related services. The Etiquette Factory reserves the right to terminate a license when the licensee has not fully abided by the terms and agreements or standards in the Etiquette Factory License Agreement and Trademark Guidelines or demonstrates behavior that is not in line with The Etiquette Factory's Code of Conduct. The Etiquette Factory will issue the termination notice in writing within 10 days of termination decision. Permission to deviate from any guidelines or requirements outlined in the license agreement, must me given in writing through the licensing department of The Etiquette Factory.

Upon completion of The Etiquette Factory Educator's Training Program, you will submit the first page of this Trademark License Application and Agreement with your signature, by fax to 865–693–4922 or by mail to: The Etiquette Factory, 862 Hansmore Place, Knoxville, TN 37919.

Upon review of the Application, Training Completion, Background Check Approval and Business (program) name acceptance and approval, you will receive confirmation by e-mail of your license agreement status with 7 days of receipt of this document by The Etiquette Factory. Your license and "Etiquette Factory Certified Educator" certificate will be mailed to you within 7 days of your license approval.