

Site License Agreement

Please note this is a copy of the Site License Agreement that is shipped with orders beginning September, 2008. Since the Site License Agreement is subject to change, the copy posted on this Web site is for review only. All use of the Family Storytelling Night® KIT is governed by the license that is signed and a copy of which is included in each shipment.

Site License Agreement for Public and Private Schools, and educational programs

This Site License Agreement (“Agreement”) outlines your rights and responsibilities as a holder of a Family Storytelling Night® KIT site license. Please read it carefully as you and your school or organization are agreeing to abide by it and all copyright and trademark laws.

This Agreement ("Agreement") is effective for five (5) years from the date of purchase ("Effective Date"). The Agreement is between The Down to Earth Dad, LLC whose principal place of business is 1410 E. Borah Avenue, Coeur d’Alene, Idaho, 83816 ("Licensor"), and _____ **NAME OF PRINCIPAL/DIRECTOR**, _____ **NAME OF SCHOOL or PROGRAM** _____, a _____ **SCHOOL/PROGRAM** _____ having a principal place of business at _____ **SCHOOL or PROGRAM PHYSICAL ADDRESS** _____ (hereinafter "Licensee). At the end of the five (5) year period, Licensee may request a further extension of this Agreement or destroy or return the materials to Licensor.

Definitions

The following definitions apply to the terms as they appear in this Agreement.

School Site

means a single school building or campus which is clearly identifiable by name and which is under the direction of one principal, headmaster, director, or lead teacher.

Organization

means an organized and chartered group which may or may not use the School Site as its principal place of business, but is not the School Site; examples include but are not limited to Parent Teacher Association/Organizations, Head Start, Y.M.C.A., etc.

Employee

means any person who has teaching or administrative duties at the School Site, is paid for those services, and spends more than fifty percent (50%) of the working day at the school site.

Associate

means any person associated with the school site who is not an Employee. Associates include students, parent volunteers, and school district officials.

Facilitator

means a person who has fully reviewed the Documentation AND has received Family Storytelling Night® coaching directly from a Down to Earth Dad (DTED) professional. The price of each KIT includes the training of two Facilitators. Only trained Facilitators may conduct a Family Storytelling Night® and use the KIT and its Documentation.

KIT

means all documentation shipped by Licensor on the purchase date.

Documentation

means manuals and all other support materials included in the KIT, whether in printed or electronic form, including any internet materials.

Materials

means any and all physical components of the KIT including but not limited to Documentation.

Work

means the content and material included in the KIT that is protected by all United States and foreign countries Copyright and Trademark laws.

Copyright/ownership

Family Storytelling Night®, and the Family Storytelling Night® KIT is protected by all United States and foreign copyright laws. The Down to Earth Dad, LLC, retains the title to and ownership of the Work in the KIT, which is licensed, not sold, to your School Site or Organization.

License

The Down to Earth Dad, LLC grants all Employees at your School Site a non-exclusive license to use the Family Storytelling Night® KIT. The license is effective immediately upon payment for, or receipt of the KIT (whichever occurs first) and is subject to all United States and foreign Copyright and Trademark laws in addition to the following terms and conditions.

A Facilitator may:

- listen to the audio CDs on any computer or any other device which will play such CDs at the School Site or at the Facilitator's home.
- copy and distribute the Promotional Flyers, three of which are included in the KIT.
- copy, complete, and distribute the Press Release template which is included in the KIT.
- copy, re-supply, and distribute, *only as needed for a Family Storytelling Night®*, KIT Activities, handouts, and any and all related resources, materials, or items.

- Use the KIT while doing a Family Storytelling Night® at with and for the Licensee.

An Employee and/or Facilitator may *not*:

copy or reproduce in any way the following Documentation included in the KIT: the How-To Manual, the Quick-Start Guide, and the Audio CDs, which are all owned by DTED. If more copies are needed, please contact Licensor.

- place Documentation on a network, Web site, or electronic bulletin board.
- distribute the Documentation to any person who is not participating in a Family Storytelling Night®.
- use the KIT or any Documentation for any commercial activity, including private tutoring, or for any other activity which is not directly in conjunction with, and as part of, a Family Storytelling Night®.
- Distribute the Documentation to any Organization or School Site other than the Licensee.
- Use the KIT while doing a Family Storytelling Night® anywhere or anytime other than with and for Licensee.

Miscellaneous

A Facilitator's use of the KIT is an acknowledgement that she/he has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Furthermore, the Facilitator acknowledges a responsibility to share this Agreement with all other Employees who have access to Documentation.

The Down to Earth Dad, LLC, may terminate this Agreement at any time if a Facilitator, an Employee, or any other person associated with the School Site is in breach of any of the terms or conditions of this Agreement. Upon termination all copies of the Documentation at the School Site or any other place will be destroyed or returned to Licensor at Licensor's discretion.

Licensee may not create any derivative works based on the Work or the Documentation.

Licensee acknowledges that Licensor owns the Work. Licensee acknowledges that the copyright and title to the Work and all trademarks or service marks relating to the KIT, the Documentation, and the Work, remain with Licensor. Licensee shall have no right, title or interest in the Work except as expressly set forth in this Agreement.

A Site License is not transferable unless permission is expressly granted in writing by The Down to Earth Dad, LLC. In the event that a license is transferred, all Documentation at the previous site must be destroyed or transferred to the new site.

Licensor does hereby grant to Licensee a non-exclusive, worldwide license to use, reproduce and display the Family Storytelling Night® trademark in connection with use

of the Work. All reference to and display of Licensor's Trademark must conform to the guidelines provided by Licensor. Licensee may not remove, obscure or modify any copyright, trademark or other protective notices contained in the Work or Documentation. At no time will the Work or Documentation or any portion thereof be used as "Stock Art Work" without the express prior written permission of Licensor.

Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency relationship or as granting a franchise.

Should any court of competent jurisdiction declare any terms of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms.

Limited Warranty

The Down to Earth Dad, LLC, warrants the Documentation to be free of defects in materials and workmanship for a period of one year from the purchase date. This warranty does not cover defects which result from accident, abuse, or misapplication. In all cases, The Down to Earth Dad, LLC's total liability and the exclusive remedy of the School Site is limited to the purchase price of the KIT.

If an Employee or Facilitator discovers a defect covered by this warranty and reports it to Licensor within the warranty period, The Down to Earth Dad, LLC will repair or replace the defective item at no charge. If Licensor asks that the item be returned, the Employee or Facilitator is obligated to do so. In that case, Licensor will pay or reimburse the Employee or School Site for shipping charges only if The Down to Earth Dad, LLC determines the defect report to be correct.

EXCEPT FOR THE LIMITED WARRANTY ABOVE, ALL DOCUMENTATION IS PROVIDED "AS IS." NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE PERFORMANCE OF THE DOCUMENTATION.

This Agreement is governed by the laws of Idaho. It is the complete and exclusive statement of agreement between the Licensor and Licensee, and it supersedes all proposals, prior agreements, and other communications relating to the KIT. Should you have any questions concerning this Agreement, please contact Patrick Mitchell at The Down to Earth Dad, LLC, PO Box 1907, Coeur d'Alene, ID, 83816, or Licensee may not create any derivative works based on the Work.

Please complete (print clearly and in ink):

Name of School Site: _____
Agency/District: _____
Principal/Director/Chair Name: _____
Phone number: _____
Address of School Site: _____

Shipping Address: () check if same

Name of Facilitators: 



Agreed to by:

For School Site:

Principal/Director Name

Signature

Date

For The Down to Earth Dad, LLC

Director

Signature

Date