

# Lifetime Sewing License Agreement For Darling Diapers Unlimited

This agreement is set forth between Amber Bohlmann, hereafter known as LICENSOR and

\_\_\_\_\_ hereafter known as LICENSEE.

FULL NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

PHONE NUMBER:

\_\_\_\_\_

EMAIL ADDRESS

\_\_\_\_\_

WEBSITE ADDRESS

\_\_\_\_\_

License start date (contingent upon payment in full):

Please read and initial

\_\_\_\_\_ LICENSOR is the copyright owner of the Darling Diapers Unlimited Pattern and any future patterns in the Darling Diapers pattern line(s).

LICENSOR grants a lifetime license to the LICENSEE to manufacture and sell items created using said pattern with the following restrictions and requirements:

\_\_\_\_\_ LICENSEE must pay a one-time fee of \$700 OR complete a series of monthly payments according agreed upon terms below:

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\_\_\_\_\_ While monthly payment plans are available, the following restrictions apply:

- Each monthly payment entitles the applicant to a One-Month Limited License.
- **Lifetime licenses are only purchasable by completing ALL monthly payments on time.**
- Monthly licenses allow for the sell of up to 30 items produced from the pattern. Each monthly payment toward the purchase of a Full Lifetime License will provide LICENSEE with a new One-Month Limited License.
- **If LICENSEE fails to make any monthly payment on time, all previous payments are forfeited and will no longer apply toward the purchase of a lifetime license.**
- **If LICENSEE fails to honor the selling restrictions outlined by the One-Month Limited License, all previous payments are forfeited, and the payment plan is ceased.**
- **Any person who continues to sell Darling \*without\* written consent will be listed on the Darling Diapers site to warn potential customers.**

\_\_\_\_\_ LICENSEE agrees to sew diapers from this pattern under certain restrictions outlined below

- Any **minor** changes to the dimensions of the diaper, such as longer wings or a higher rise must be specified to the customer before the sell has taken place but do **not** need the approval of LICENSOR
- LICENSEE must gain **written** approval from LICENSOR to make **major** changes to the pattern. Changes that require approval are any that make the diaper markedly different from those made and sold by other existing or potential license holders.
- A serger **must** be used for professional seams when applicable. Hidden seams do not need to be serged.
- All supplies must be of high quality and appropriate for diaper-making.
- A size chart must be provided to customers. The official size chart provided on the pattern is recommended but the measurements may be altered slightly to reflect Licensee's personal results.

\_\_\_\_\_ LICENSEE agrees that all diapers and accessories made from the Darling Diapers Unlimited Pattern must be sewn in her own home **without** any type of commercial production. This contract prohibits any factory-type large-scale production sewing or **any outside help**. This license entitles **you and only you**, to manufacture licensed pattern products out of your own home. We are offering this license to offer income-making opportunities for those working at home. The LICENSOR reserves the rights to commercially produce her own designs and does not grant any type of commercial sewing license at this time.

\_\_\_\_\_ LICENSEE will submit a single sample within the first month. It will be submitted to LICENSOR prior to selling any items for profit. Upon successful review for following the cosmetic pattern and standards guidelines, the LICENSEE may begin to sell items made under this agreement.

\_\_\_\_\_ The LICENSEE is an independent contractor and is no way an employee of LICENSOR. **LICENSOR is in no way liable for any outcome of a sewing project.** Licensee must take responsibility to create their hand-sewn items to the best of his/her ability and assumes **all** risks including physical and economical.

\_\_\_\_\_ This license is not meant to be construed as an outright sale. LICENSEE shall exercise all due diligence safeguarding the aforementioned design and interests of the LICENSOR and other license holders.

\_\_\_\_\_ LICENSOR **disclaims all liability for any losses or injuries due to the use or misuse of this pattern or the resulting items and accessories made from this pattern.** Please use good judgment and always put the safety of your customer first.

\_\_\_\_\_ LICENSEE is responsible for abiding by any current and future patent laws that apply. As of 2008, LICENSEE must obtain permission from the patent holder to patent #6579273 to sell waterproof pocket diapers with an opening on the leading edge and a "stay-dry" inner layer.

\_\_\_\_\_ With the purchase of the License, LICENSOR will provide your name to customers who ask for the list of licensed sewing contractors. We will also include you in a list of licensed sewing contractors that will be included on our website. If at any time the LICENSEE does not wish to be on these lists or does not wish continue in her business, she should notify LICENSOR and tell LICENSOR to take his/her name off the list. Please understand that there are **no refunds**.

\_\_\_\_\_ LICENSEE will include the for each item created using the pattern "This item was created using the Darling Diapers Unlimited pattern by Darling Diapers and is sold under a special license from Darling Diapers." Hyperlinks to the pattern or Darling Diapers site should be provided where applicable if LICENSEE is an online retailer.

\_\_\_\_\_ The sewing license is **non-transferable and non-refundable**. This license **may not be sold, gifted, or in any other way be transferred to another person/business and refunds will not be given under any circumstances**.

\_\_\_\_\_ The LICENSEE agrees to provide her clients with fair and honest service.

\_\_\_\_\_ The LICENSEE agrees to strive to protect the profits of other license holders by keeping prices at or above comparable diapers on the market at any given time. LICENSEE agrees not to aim to undersell other license holders in order to gain their customers.

\_\_\_\_\_ The LICENSEE agrees to abide by their country and local laws and regulations pertaining to their own home sewing business as well as any and all laws and regulations that pertain to any sewing and manufacturing they perform in their home.

\_\_\_\_\_ All license fees paid by LICENSEE go towards the for-profit use of the copyrighted pattern. Absolutely NO assistance of any kind is promised, guaranteed, or provided by LICENSOR.

\_\_\_\_\_ Collaborative efforts by our licensees such as cooperative efforts and/or agreements, as well as friendly support and internet-based communication are neither approved nor endorsed by LICENSOR, and are in no way included in your license fees or payments.

\_\_\_\_\_ LICENSOR makes no promise or guarantee of any kind regarding any specific income or monetary gain derived from the for-profit use of our licensed patterns.

\_\_\_\_\_ While LICENSOR will put a limit on the number of new licenses available; this limit is subject to the health of the current market and is not guaranteed at any set number.

\_\_\_\_\_ LICENSEE retains the right to use the Darling Diapers name and manufacture items from said pattern without regard to a transfer of ownership to the Darling Diapers copyright. If LICENSOR sells or transfers ownership of Darling Diapers and/or her copyright, it will not affect the rights of LICENSEE outlined in this contract.

\_\_\_\_\_ LICENSOR reserves the right to refuse to sell a license to any person, for any reason.

I agree to all the requirements as listed above.

\_\_\_\_\_  
Signature (Licensee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by Licensor

\_\_\_\_\_  
Date