

# THE AMERICAN SCHOOL OF PROTOCOL®

a division of PERSONAL BEST, INC.®

## CONTRACT AGREEMENT FOR MANNERS FOR 3, 4 & 5 YEAR OLDS

This Mail Order Purchase Agreement (hereinafter referred to as "Agreement") made this,

\_\_\_\_\_, 2013 by and between \_\_\_\_\_  
(hereinafter referred to as "**PURCHASER**") and **THE AMERICAN SCHOOL OF PROTOCOL®**  
(hereinafter referred to as "**ASP**"), a division of **PERSONAL BEST, INC.®** WHEREAS,  
**PURCHASER** is subject to certain terms and conditions; NOW THEREFORE, in consideration  
of the premises and the mutual promises contained herein, the parties hereby agree as follows:

1. In conjunction with "**ASP's**" Mail Order Program, "**Manners for 3, 4 & 5 Year Olds**," **PURCHASER** shall receive one copy of the following materials:
  - a. "**ASP's**" Instruction Manual (200+ pages), "**Manners for 3, 4 & 5 Year Olds**"
  - b. two DVDs featuring Peggy Newfield teaching the manual's ten (10) lessons
  - c. a DVD titled "**Dining Skills for the 21st Century**"
  - d. a CD consisting of our children's handout materials
2. It is understood and agreed the Mail Order Program, "**Manners for 3, 4 & 5 Year Olds**" is a certification program and **PURCHASER** cannot claim to be an Etiquette Consultant trained and certified by "**ASP**" until successfully completing the exam and scoring 90% or better.
3. All training manuals are delivered to **PURCHASER**. It is understood and agreed the Mail Order Program, "**Manners for 3, 4 & 5 Year Olds**," is non-refundable once received by **PURCHASER**.
4. It is understood and agreed in the event any materials listed in 1. (a), (b) and (c) are damaged in transit, **PURCHASER** shall return said damaged materials to "**ASP**" to be replaced within ten (10) working days from receipt of said damaged materials for replacement.
5. Upon completion of this Purchaser Agreement, **PURCHASER** shall be entitled to present "**Manners for 3, 4 & 5 Year Olds**" to only individuals and/or groups ages three (3) to nine (9) years old.

### RESTRICTIONS OF USE OF MATERIALS:

6. All Materials provided to **PURCHASER** are owned by "**ASP**" except for the marketing sample section of materials, which is expressly for promoting your etiquette training courses and the take home reference materials designed as "Illustrations for Reprinting".
  - a. "**ASP's**," "**Manners for 3, 4 & 5 Year Olds**" materials shall not be adapted, printed, published, reproduced, duplicated, distributed, transmitted, transferred, or stored in any electronic form without the prior and explicit written permission from "**ASP**".

# THE AMERICAN SCHOOL OF PROTOCOL®

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- b. **PURCHASER** may not use "ASP's," "Manners for 3, 4 & 5 Year Olds" materials in or as the basis of a film, video, television, or radio program, audio cassette, article, story, card, pamphlet, book or any written published or unpublished work.
  - c. **PURCHASER** may not train others to teach "Manners for 3, 4 & 5 Year Olds" or permit others to present, use, or teach this program using all or part of the Materials.
7. **PURCHASER** shall not sell, assign, or sublicense any of the rights, authorizations or permissions granted herein.
  8. **PURCHASER** agrees to pay "ASP" a fee of **\$895.00**. The fee must be paid in full.
  9. This Agreement constitutes the full and entire understanding between **PURCHASER** and "ASP." No modifications or cancellation of any term or condition of this Agreement shall be effective unless signed in writing by both parties.
  10. It is agreed that all actions related to this Agreement shall be submitted to the jurisdiction of the State of Georgia and the venue for same shall be Atlanta, Fulton County, Georgia.
  11. All notices to be given and all payments to be made under this Agreement shall be sent to the respective addresses of the **PURCHASER** and "ASP". Notices may be sent by certified mail, air courier, hand delivery, or facsimile, provided, in the case of facsimile that the sender has confirmation of the completed transaction and follows up the facsimile with a hard copy.
  12. The **PURCHASER** shall indemnify and hold harmless "ASP", its personnel or assignees from and against any claims and expenses, including attorney's fees, arising out of or resulting from the use of materials not expressly provided for in this Agreement, should "ASP" enforce said provisions of this Agreement.

By signing below **PURCHASER** agrees that he/she has fully read, understands and accepts the Terms and Conditions as stated above. By signing below **PURCHASER** agrees that he/she has fully read, understands and accepts the Terms and Conditions as stated above.

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**PURCHASER** Signature

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**PURCHASER** Name (print)

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Date



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Peggy Newfield, President  
**The American School of Protocol®**