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COTTAGE INDUSTRY-HOME SEWING LICENSE AGREEMENT

Revised 3/20/01

This agreement is set forth between Elizabeth Lee Parry of Elizabeth Lee Designs and

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

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Please PRINT your complete name, address, phone and fax numbers above so that we can have it for our records. Also include your email address if applicable. If you would like to have a website linked to our site, contact Sewell computer. They can help you in setting one up. This fee is not included in your license fee.

Elizabeth Lee Parry is the original designer and copyright owner of the Nursing Classics Pattern line and the copyright owner of the Babe Too! Pattern line. Whereas these works are owned by Elizabeth Lee Parry, she retains all rights to the development and sale of all designs constructed from these patterns and the sewing guides that are included therein. Elizabeth is hereafter known as LICENSOR or ELIZABETH LEE DESIGNS. Elizabeth Lee Parry (LICENSOR) grants a limited license to the LICENSEE to manufacture clothing from Elizabeth's two pattern lines with the following restrictions and requirements:

1. LICENSEE must pay an annual fee of \$100.00 to Elizabeth Lee Designs for a one year limited license. This fee will help go toward the development of new designs. The price for a limited lifetime license is \$1000.00. This may be paid at any time during the contract. At the time \$1000.00 is paid in full, the LICENSEE will no longer need to pay the annual fee. All annual fees will be credited toward the purchase of a limited lifetime license.
2. LICENSEE agrees that all clothing must be sewn in her own home without doing any type of commercial production. By commercial, we mean factory type large scale production sewing. We are offering this license to encourage and help mothers earn extra money while working at home. While we do no plan on doing it at this time, the LICENSOR reserves the rights to commercially produce her own designs and does not grant any type of commercial sewing license at this time.
3. With this cottage industry license, Elizabeth Lee Designs grants the LICENSEE permission to use all the catalogs, photos and newsletter information provided by Elizabeth Lee Designs to promote her sewing business.
4. The LICENSEE may either sew garments directly from patterns she has purchased herself or she may sew from patterns the customer has already purchased directly from Elizabeth Lee Designs. The LICENSEE may also purchase patterns directly from Elizabeth Lee Designs and sell them directly to her client.
5. The LICENSEE is an independent contractor and is no way an employee of Elizabeth Lee Designs. Elizabeth Lee Designs is in no way liable for any outcome of a sewing project. Licensee must take responsibility to measure and fit the customer to the best of his/her ability. We suggest you work to perfect your sewing skills and become very familiar with our patterns so you can provide your clients with the very best service possible.
6. 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. The following statement shall be reproduced and included with each garment or item sold:

This product was sew under a special cottage industry license granted by Elizabeth Lee Designs. The custom sewing of garments for resale from Nursing Classics or Babe Too! Patterns requires a license and written permission from the copyright owner. We thank you for your support of our licensed sewing contractors. While we know that our licensed sewing contractors do their very best to provide you with a quality product, Elizabeth Lee Designs does not assume responsibility or any form of liability for the quality of the item made from their design by the licensee.

The Designer and the Licensed sewing contractor who constructed this baby sling disclaim all liability for any losses or injuries due to the use or misuse of this baby sling. Please use good judgment and always put your baby's safety first.

If you are sewing baby slings from Nursing Classics #202, add the second paragraph to the above statement: We also ask that you make a copy of the wearing and safety instructions from our sewing guide to give to each mother you sell a sling to. This is for YOUR protection as well as ours.

7. With the purchase of the License, Elizabeth Lee Designs will give the LICENSEE a subscription to our newsletter and 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 Elizabeth Lee Designs to take her name off the list. Please understand that there are no refunds.

8. The sewing license is non-transferable and non-refundable.

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

10. Elizabeth Lee Designs reserves the right to change requirements of this license from time to time. The LICENSEE understands that to retain her license, she must agree to any and all requirements requested by Elizabeth Lee Designs. Elizabeth Lee Designs does request that the licensee is honest and forthright and will follow the golden rule. We will treat you with integrity and respect and request the same treatment in return.

11. If LICENSEE violates any of the above terms or engages in any unethical business practice, Elizabeth Lee Designs reserves the right to revoke this license at any time.

12. Elizabeth Lee Designs reserves the right to refuse to sell a license to any person for any reason.

I agree to all the requirements as listed above.

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Signature (Licensee)

Date

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Accepted by Elizabeth Lee Parry

Date

Elizabeth Lee Designs, PO Box 10, Neola, Utah 84053