

YOU CAN MAKE IT

ORDER FORM



YOU CAN MAKE IT INC.
 P.O. BOX 247
 WALNUTPORT, PA 18088-0247
 (610) 760-1908 or
1-888-LRN-2-SEW {1-888-576-2739}
 Fax: 610-760-9192

<http://www.youcanmakeit.com>

SHIP & BILL

(Advise if you wish a different bill to address)

 Name

 Address

 City, State, Zip Code

 Telephone number & Best time to call

How did you hear about our program : _____ E-Mail Address: _____

INFORMATION NEEDED: To prepare your customized copy ready material we will need some information.

(Note: If you have not decided on a location just yet, we will send you templates. When you are ready, simply notify our office and we will supply you with your copy ready material at no cost. In addition, if you change your mind, we will also supply new copy ready NO CHARGE.)

 Name you want on your flyer For example: Pat instead of Patricia Smith &/or business name.
 (As a licensed YCMI teacher you can use the YCMI name on your advertisement.)

 Address & phone # for students to contact you For example: Your home address & phone number

 Location of lessons For example: Name of Fabric Store or Home Address

 If local fabric store will offer a discount For example: 10% discount to all students on non-sale
 to your students items at local fabric store

ZIP CODE INFORMATION NEEDED: To be added to our FREE referral system, provide zip codes of your teaching locations. WE USE ONLY THE FIRST THREE (3) DIGITS OF ZIP CODES.

You are not limited to the number of zip codes. *(Note: If you have not decided on a location yet, provide your home zip code)*

_____, _____, _____, _____,
 Zip codes of actual teaching locations - FIRST THREE (3) DIGITS OF ZIP CODES.

_____, _____, _____, _____,
 Zip codes that you feel students would be willing to travel from, to take lessons from you, at your teaching locations.
 FIRST THREE (3) DIGITS OF ZIP CODES.

We will notify you within 48 hours of receipt of your order, concerning availability of zip code.

SEE OVER



REFERENCES: Please provide two character references that we may contact. (Yes, you may use family members.)

Name Address and phone number: _____

Relationship to you: _____

Name Address and phone number: _____

Relationship to you: _____

PAYMENT IN US DOLLARS:

Check or M.O. Enclosed (US Dollars Only) payable to: You Can Make It Inc.	Current Price:	<u>\$425.00</u>
By Credit/Debit Card (circle one): Discover Master Card Visa American Express	Shipping & Handling (see chart below)	_____
----- Expires: _____	PA Residents add 6%	_____
	Sales Tax	_____
	Total Amount Enclosed	_____

Cardholders *signature* _____ Card ID # _____ PRINT cardholder name _____

RETURN TO: PLEASE include your payment ALONG WITH the signed Licensee Licensing Agreement.
Delivery is approx. 1-2 weeks from receipt of order.

MAIL TO: You Can Make It Inc. PO Box 247 Walnutport, PA 18088	FAX : ← ways to expedite your order → 610-760-9192 (Credit card orders only)	EMAIL: sewing@youcanmakeit.com send as a .pdf (Credit card orders only)
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SHIPPING, HANDLING & INSURANCE CHARGES (Package = approx.20lbs.)

ZONE 1 : \$18.40	ZONE 4 : \$26.50
ZONE 2 : \$20.35	ZONE 5 : \$30.35
ZONE 3 : \$22.50	ZONE 6 : \$34.40

Please note the above rates are for within the 48 contiguous states. Any other destinations, please call for rate.

PREFIX = First three digits
For example : zip code # 18088, prefix is 180 which is zone 1

ZIP CODE PREFIXES	ZONE	ZIP CODE PREFIXES	ZONE	ZIP CODE PREFIXES	ZONE	ZIP CODE PREFIXES	ZONE
004-005	1	334-338	3	498-509	3	650-659	3
006-009	5	339-341	4	510-513	4	660-692	4
010-039	1	342-375	3	514	3	693	5
040-049	2	376-379	2	515-516	4	700-719	4
050-239	1	380-386	3	520-560	3	720-725	3
240-243	2	387	4	561-562	4	726-732	4
244	1	388-394	3	563	3	733	5
245-253	2	395-396	4	564-576	4	734-767	4
254	1	397-399	3	577	5	768-769	5
255-259	2	400-418	2	580-585	4	770-778	4
260	1	420-424	3	586	5	779-797	5
261	2	425-438	2	587	4	798-799	6
262-265	1	439	1	588-593	5	800-830	5
266	2	440-443	2	594	6	831-865	6
267-268	1	444-445	1	595	5	870-872	5
270-278	2	446-462	2	596-599	6	873	6
279	1	463-464	3	600-639	3	874-878	5
280-297	2	465-473	2	640-645	4	879-880	6
298-329	3	474-478	3	646	3	881-884	5
330-333	4	479-497	2	647-649	4	885-999	6

Thank You For Purchasing The "YOU CAN MAKE IT" Program

LICENSEE LICENSING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__, by and between YOU CAN MAKE IT, INC., a Pennsylvania Corporation, hereinafter referred to as Licensor, and _____, hereinafter referred to as Licensee.

WHEREAS, Licensor is the owner of a certain trademark, tradename, service mark and copyright, including but not limited to YOU CAN MAKE IT, INC.; and WHEREAS, Licensor has established a high reputation for the quality of products and services available by Licensor which are and will continue to be a unique benefit to the Licensor and its Licensees; and its Licensees; and

WHEREAS, Licensor is engaged in the business of selling and licensing "YOU CAN MAKE IT" sewing instruction manuals; and

WHEREAS, Licensee recognizes the benefits to be derived from being identified with and being licensed by Licensor and being able to utilize the system, trademarks, tradenames, copyrights which Licensor makes available to its Licensees; and

WHEREAS, Licensee desires to acquire the system, tradename, trademarks and other benefits provided by Licensor.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

I. Licensing Payment.

The Licensor acknowledges payment to it by Licensee of the sum of _____. Licensee acknowledges that the grant of the licensing constitutes the sole consideration for the payment of the licensee fee and that said sum shall be fully earned by Licensor upon execution and delivery of this Agreement.

II. Licensing Grant.

Licensor grants to Licensee the licensing rights to establish and operate "YOU CAN MAKE IT" instructional classes, subject to the terms and conditions and continuing good faith performance thereof by Licensee. In consideration of the payment of the one time Licensing Fee, Licensor also licenses Licensee to use the name "YOU CAN MAKE IT" together with such other insignia, symbols, trademarks, tradenames, service marks, materials and products which may be approved and authorized by Licensor from time to time for the promotion of "YOU CAN MAKE IT". This includes advertising in Newspapers, Television, Radio and passing out flyers and posters. Licensee shall not use the above mentioned trademarks, tradenames, servicemarks, insignias and symbols on any other patterns, products or books other than that which is published and/or distributed or authorized by Licensor.

The term of this Agreement shall commence on the date this contract is accepted and signed by Licensor and continue until the contract is terminated by either party in accordance with the provisions of this Licensing Agreement.

III. Location. Advertising.

Licensee may establish as many "YOU CAN MAKE IT" instructional seminars/programs as desired. Licensee may advertise sewing classes; however, Licensee may not show and/or display the program except to Licensee students. Licensee may pass out flyers and/or display posters. All advertising must conform to that which is authorized and approved by Licensor.

IV. Training.

Licensor will provide Licensee with training aids suggesting how to establish and operate a "YOU CAN MAKE IT" educational program.

V. Services by Licensor.

Licensor agrees that during the term of this Agreement, it will use its best efforts to maintain the high reputation of the Licensed "YOU CAN MAKE IT" educational products in connection therewith to make available to Licensee:

1. Licensor Support
2. Protection of Trade and Servicemarks

VI. Standards and Uniformity of Operation.

Each student who attends a sewing program using the "YOU CAN MAKE IT" materials is to be taught from the materials provided by Licensor only.

All sewing students are to receive adequate safety instruction.

Any and all manuals or parts thereof are not to be copied or traced or reproduced in any form.

A representative or person authorized by Licensor will be given the right to attend, at a time that is convenient to both parties, sewing classes to determine that the "YOU CAN MAKE IT" Program and quality of instruction is being maintained.

VII. Agency.

This Agreement does not create an agency. Nothing in the Agreement is intended by the parties to create fiduciary relationship between them or to constitute Licensee as an agent, legal representative, subsidiary, joint venture, partner, employee or servant of Licensor for any purpose whatsoever. Licensee is an independent contractor and is in no way authorized by this Agreement to make any contract, warranty or representation, or to create any obligation, express or implied, on behalf of Licensor and that any and all employees of Licensee are those of Licensee and not Licensor. Licensee may utilize the name of Licensor in its education programs in such a manner as is authorized in this Agreement, but in no way imply that the usage of the name that Licensee is an agent or employee of Licensor. In all dealing with third parties, including without limitation, employees, clients and guests, Licensee shall disclose in an appropriate manner that it is an independent entity. Licensee shall indicate his or her independent ownership of any business and on all public records and on its letterheads and business forms and his or her relationship with other parties.

VIII. Waiver of Liability.

Licensee agrees to protect, indemnify and hold Licensor harmless from and against all costs, damages, expenses, claims and other liabilities imposed by law as a result of or arising out of Licensee's operation, and or use of the "YOU CAN MAKE IT" educational program, including but not limited to all costs, including attorneys fees, incurred as a result of any claims or suits against Licensor arising therefrom, whether or not any such claims or suits shall be against Licensor, singly, or as a codefendant, with Licensee and or other parties, whether or not any such claims or suits allege negligence on the part of Licensor, and regardless of the jurisdiction which any such claims or suits may be brought. Licensor may take steps it deems necessary to protect itself from such claims or suits after written notice to Licensee giving Licensee the opportunity to defend Licensor. Licensee shall reimburse Licensor for all expenses incurred in connection therewith, including but not limited to all attorneys fees, within ten (10) days from the date of any invoice from Licensor to Licensee for such expense; provided, however, that in the event of any such claims, actions or proceedings, Licensee shall have the right to control the defense of any such actions or proceedings, including without limitation, choice of counsel satisfactory to Licensor, and of all settlement or compromised negotiations, in the event that Licensee shall have first furnished to Licensor certification from and insurance carrier of Licensee, that the amount of the damages sought in such claim, action or proceeding shall be exceeded by insurance coverage or coverages then in force and that there is no question of coverage with respect to such claim, action or proceeding. To the extent that Licensee exercises such control, Licensor shall give Licensee reasonable information, assistance and authority to enable Licensee to assume such defense. Licensee's duty to protect, indemnify and hold Licensor harmless shall include, without limitation, indemnification from any act of neglect of Licensee, or any of its employees or assigns in, on or about the premises of Licensee where Licensee shall conduct such said educational programs; from any accident occurring on the premises, or resulting from activities originating thereon; from any loss of, or damage to, any property brought on the property of Licensee; and from any loss resulting from the handling of books, records and accounts by Licensee.

IX. Assignment Conditions and Limitations.

The obligation to this Agreement are personal to Licensee and Licensee shall not sell, assign, transfer, hypothecate nor encumber this Agreement or any right or obligations thereunder or interest therein nor shall Licensee allow or permit any such transfer or encumbrance to occur by operation of law without first obtaining Licensor's written consent. Any such assignment, sale, transfer or encumbrance without Licensor's written consent shall constitute a material breach of this Agreement.

Upon the death or disability of Licensee, all materials in the possession of Licensee shall be returned to Licensor.

X. Sub-Licensing.

Licensee may not sub-license, assign, transfer, rent or lease any of the licensing rights, privileges, trademarks, tradenames, servicemarks, insignias, trade secrets, patches, manuals or any and all items provided to Licensee by Licensor under any conditions.

XI. Limitations of Licensee to use Trademarks, Tradenames, Servicemarks and Trade Secrets.

Licensee hereby acknowledges Licensor's sole and exclusive right, subject only to certain rights granted by existing and future Agreements, to use the trademarks, tradenames and servicemarks, insignias and trade secrets, materials, products and educational materials set forth in the Agreement. Licensee represents, warrants and agrees that neither during the term of this Agreement nor thereafter will it contest either directly or indirectly or aid in contesting the validity or ownership of the tradenames, trademarks, servicemarks, insignias, trade secrets or educational materials claimed by Licensor.

This Agreement shall not vest in Licensee any right, title or interest in or to Licensor's tradenames, trademarks, servicemarks, insignia, trade secrets, materials, products, patches, goodwill now or thereafter associated therewith, or any other copyrighted material of Licensor. Any and all goodwill associated with Licensor's tradenames, trademarks, servicemarks, insignias, trade secrets, materials, products and patches shall inure directly and exclusively to the benefit of and is the property of Licensor.

Licensee shall use Licensor's tradenames, trademarks, service marks and insignias in a manner approved by Licensor and shall advertise and promote the "YOU CAN MAKE IT" program only under the Licensor's approved trade and service names and marks.

Licensee shall not divulge or cause to be divulged any of the trade secrets, programs, material, systems or other training aids to anyone or any organization not associated directly with Licensor or anyone or organization that might use the information in a manner not consistent with Licensor's program and this Agreement.

XII. Default. Termination. Non-Competition.

A. Default. The occurrence of any of the following shall constitute a default and shall by itself be good cause for Licensor, at its option, to terminate this Agreement without prejudice to any other rights or remedies it may have under this Agreement or at law or in equity and demand the return of all materials as follows:

1. If Licensee fails to pay the one time Licensing Fee.

2. If, in connection with the operation of the "YOU CAN MAKE IT" program, there occurs any violation of law, ordinance, or the rule of regulation of any Governmental agency or authority which is allowed to go uncorrected after notification thereof; provided, however, Licensee may dispute such violation or the legality or any law, ordinance, rule or regulation by prompt legal action before the appropriate legal forum.

3. If Licensee violates any other term or condition of this Agreement.

B. Termination. Upon termination of this Agreement for whatsoever cause, Licensee's rights to use the trademarks, tradenames, servicemarks, insignias, trade secrets, materials, products, other items provided by Licensor or any other registered or copyrighted material or slogans shall terminate. All items shall be immediately returned to Licensor. Following termination, Licensee shall not directly or indirectly, claim to be, or identify herself or himself in any manner as a Licensee or use any of Licensor's educational material, trade secrets, trade and service names and marks, signs, symbols, products or other materials constituting any part of the system.

C. Non-Competition. Licensee agrees that during the term of this Agreement it shall not engage in any sewing school and/or sewing school business which is the same or similar to Licensor's business. Licensee further agrees that, for a period of twelve (12) months after termination of this Agreement for any reason by either party, it will not engage in any business the same or similar to Licensor's business without the express prior written consent of Licensor. In applying for Licensor's consent, Licensee has the burden of establishing that any such activity by it will not involve the use of benefits provided hereby or constitute unfair competition with Licensor or the Licensees.

XIII. Miscellaneous and General Conditions.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to the subject matter hereof. Licensee agrees that Licensor has made no representations inducing execution of this Agreement which are not included herein.

XIV. Waiver of Terms and Conditions.

The failure of Licensor to exercise any right, power or option given to it hereunder, or to insist upon strict compliance with the terms hereof by Licensee shall not constitute a waiver of the terms and conditions of the Agreement with respect to any other or subsequent breach thereof, nor a waiver by Licensor of its rights at any time thereafter to require exact and strict compliance with all the terms herein. The rights or remedies hereunder are cumulative to any other rights or remedies which may be granted by law.

XV. Governing Law.

This Agreement shall valid when executed and accepted by Licensor and shall be governed and construed and in accordance with the laws of the County of Northampton, Commonwealth of Pennsylvania. Anything herein to the contrary notwithstanding, Licensee shall conduct its business in a lawful manner, and it will faithfully comply with all applicable laws or regulations of the State, City or other political subdivisions in which it conducts its said business.

XVI. Severability.

If any provision of this Agreement is held invalid by arbitration or court decree, such finding shall not invalidate the remainder of this Agreement.

XVII. Notices.

All notices to the Licensor shall be in writing and shall be delivered or sent by registered or certified mail, postage fully prepaid, addressed to P.O. Box 247, Walnutport, Pennsylvania 18088-0247. All notices to Licensee shall be in writing and shall be sent registered or certified mail, addressed to Licensee at the premises or at such other address as Licensee may from time to time designate in writing.

XVIII. Employee.

Licensee shall not be permitted to employ any individuals as employees other than expressly approved by Licensor.

XVIII. Modification.

This Agreement may only be modified or amended by writing by the parties. This Agreement shall be binding upon the parties, their heirs, executors, personal representatives, successors or assigns.

IN WITNESS WHEREOF, Licensor has caused these presents to be executed in its name and on its behalf by its proper Corporate Officers and Licensee has hereunto affixed its hand seal all on the day and year first above written.

YOU CAN MAKE IT, INC.

PAMELA TRIPALDI, President

, Licensee