



DoulaSpeedDating

Creating Connections with Parents and Doulas

1253 Davenport Rd * Toronto, ON * M6H 2H2

Doula Speed Dating™ Terms and Agreement

You must sign and agree to this contract before you receive any materials to host or promote Doula Speed Dating™ in your community.

I _____ (print name) by signing below, hereby state that I have read, do understand and do agree to the following terms and agreement:

1. I understand that signing this agreement shall not render me an employee, partner, agent or joint venturer with DSD for any purpose and that DSD shall not be responsible for withholding taxes with respect to my endeavors as a host of DSD. In lieu of this acknowledgement I indemnify DSD from any claim by CRA or Ministry of Labour that may arise regarding my relationship with DSD.

2. I understand that I am free to enter into this Agreement and that this engagement does not violate the terms of any agreement between any third party and myself.

3. I understand that there will be no refunds of any portion of the DSD Hosting Package or membership fees.

4. I agree to preserve and protect confidentiality of Proprietary Information and all forms thereof, whether disclosed to me before this Agreement was signed or afterwards. In addition, I acknowledge that during the engagement, I will have access to and become acquainted with various trade secrets, processes, information, records and specifications owned or licensed by DSD and/or used by DSD in connection with the operation of its business including, without limitation Doula Speed Dating™ business and product processes, methods, customer lists, accounts and procedures. I agree that I will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with DSD.

5. I understand that all files, records, documents, original artwork/creative, and other materials are the property of DSD and I shall not retain or reproduce any copies of the foregoing without DSD's prior written permission.

6. I understand that a breach of this provision would cause irreparable harm that monetary damages alone will not be sufficient to rectify the breach and DSD would be

entitled to Special Remedies such as injunctions or other equitable relief. These Special Remedies are cumulative and in addition to those remedies provided by law and may be exercised separately, concurrently or successively.

7. I agree to refrain from soliciting or encouraging to leave DSD's employment, any employee, consultant, or contractor of DSD for a period of 12 months.

8. I understand that Doula Speed Dating™ is a trade-mark and will use the symbol TM wherever possible in my written materials. Permission to use this trademark is dependent on my being in good standing (see section 16) and may be revoked by DSD at any time without further obligation.

9. I understand that in addition to the DSD logo, I may include my personal practice name logo and information on promotional materials for my DSD events.

10. Active members of DSD are expected to use the DSD logo on any and all written or printed materials and to call themselves Doula Speed Dating™ Hosts. This privilege is reserved exclusively for members who pay their annual dues (currently \$100/year). To protect the integrity of the Doula Speed Dating™ name and philosophy, as well as that of all Hosts and their related businesses, individuals and/or businesses using the Doula Speed Dating name, mark, and/or images unlawfully and without permission will be asked to cease and desist immediately.

11. I understand that the logo and any and all related DSD images and phrases may not be reproduced as merchandise for sale, whether for profit or not, without explicit written agreement from DSD. Royalty inquiries and arrangements must be made directly with the DSD office.

12. If I am no longer an Active Member of DSD, I lose all rights and privileges associated with that status, including, but not limited to, my listing on the DSD website, use of all trademarked words and images and calling myself and/or my events "Doula Speed Dating."

13. I agree to not reproduce any pages from Hosting Package, the Doula Speed Dating website, or any other trademarked words or images without written permission from Doula Speed Dating.

14. If I have purchased a Hosting Package, I understand that DSD will provide me with the materials outlined in Schedule A. So long as I am a member in good standing, I have non-exclusive license to use these materials while promoting Doula Speed Dating™.

15. I understand that I must work collaboratively with other Contractors in their area.

16. I understand that in order to remain and an Active Member of DSD in good standing (with associated rights and benefits) they must commit to these requirements (which may be amended by DSD at any time)

- Pay annual Membership fees on Jan 1st of every year (currently \$100)
- Notify DSD of any changes to event details in a timely manner
- To perform in a professional manner when representing DSD

17. I understand that if I am convicted of any crime or offense, fail or refuse to comply with the written policies or reasonable directive of DSD, am guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, DSD at any time may terminate the engagement immediately and without prior written notice.

18. I understand that DSD reserves the right to cancel this agreement within 90 days without cause.

19. I agree that I shall not hold DSD, its employees or its agents liable for any incidental or consequential damage or injury sustained in the organization, promotion or hosting of Doula Speed Dating™. Both parties indemnifies and hold the other party harmless from any actions that may arise from this agreement from their own actions, omissions or negligence.

20. I agree that no amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

21. I understand that a waiver of any breach or provision under this agreement by any party shall not be deemed to be a waiver of that provision, nor shall any waiver be construed as a continuing waiver.

22. I understand that if any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect. The parties hereto agree that facsimile signatures shall be as effective as if originals.

23. Jurisdiction or Governing Law Clause. Both parties agree that the contract, its interpretation and any disputes or claims that may rise from the contract are subject to the exclusive jurisdiction of the Municipality of Toronto.

I HEREBY AGREE THAT I HAVE READ AND DO UNDERSTAND ALL CONDITIONS IN THIS AGREEMENT, AND THAT I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OUTLINES ABOVE. If at any time I do not fulfill any conditions of this agreement, I understand that I may be suspended from the Doula Speed Dating Membership without any further obligation to me by Doula Speed Dating.

Applicant's Name (print)

Applicant's Signature

Date

Schedule A

The Hosting Package will be sold for a fee of \$425 +GST CAN and will include:

- A one year membership to Doula Speed Dating™
- Online listing on <http://www.DoulaSpeedDating.com> for a period of one year
- Media Promotion package created by a professional Public Relations Representative (outlined below)
- Electronic copies of official Doula Speed Dating™ logo and posters
- Online registration for participating parents
- Financial compensation for each Doula Speed Dating™ event hosted (see “Compensation” below)
- Document “Mastering the Mini-Interview” to distribute to participating doulas
- Document “Creating a Professional and Dynamic Event”
- Guide to finding doulas in your area
- Doula Application form template
- Templates for parent and doula confirmation letters

The Media Package will include:

- Guide to writing press releases
- A professional press release template to send to your local media contacts (newspapers, TV stations, magazines, blogs, community papers, radio stations, etc)
- A “*How to Contact and Communicate with the Media*” guide
- A “*Using Social Media for Promotion*” guide
- What is PR and common PR mistakes
- How to make a media list
- Media Question and Answer sheet to prepare for interviews

Compensation:

The Applicant has the option of charging doulas a registration fee to attend the event. It is suggested that doulas be charged between \$75 and \$100 per event with a registration fee no higher than \$120 for any individual DSD event. Hosts may choose to offer a ‘Bundle Package’ and lower the fee per event to doulas who would like to register for more than one DSD event at once. It is recommended (but not required) that they offer the following Bundle Packages:

- 1 event – full price
- 2 events - \$10 off per event
- 3 events - \$15 off per event
- 4 events or more - \$20 off per event

The Applicant will retain 100% of the monies collected from any DSD event they organize.