

FunkyKidz Messy Play

FunkyKidz LICENSE AGREEMENT

AGREEMENT BETWEEN : Chantal Hartley
(IDENTITY NUMBER : 8509130102082)
in her capacity the OWNER of FunkyKidz messy Play)

OF THE FIRST PART

AND
FULL NAME:

.....
(IDENTITY NUMBER :)
in her / his personal capacity
(the "licensee")
OF THE SECOND PART

IN WHICH THEY AGREE AS FOLLOWS :

1. DEFINITIONS :

In this agreement, unless the context clearly indicates otherwise, the following words, phrases, expressions or names have the following meanings:

1.1 The "OWNER" is a reference to Chantal Hartley, in her capacity as the FunkyKidz Messy Play Owner.

1.2 The "Instructor" is a reference to

1.3 The "Business" is a reference to FunkyKidz Messy Play.

1.4 "Messy Play" is a reference to a learn-to-play program for children developed and originated by the instructor, as FunkyKidz Messy Play , and recorded in the business and training manuals of the franchisor and includes any improvements or variations made thereto. Messy play helps children in so many ways, be that to relax, express their feelings, experiment with different materials, learn about texture and develop hand-eye coordination or practice the skills of pouring, measuring and mixing.

2. RECORDAL

2.1 The instructor has procured to operate FunkyKidz Messy Play within the territory of _____, such territory having been defined in the owner and instructors agreement.

3. LICENSE

3.1 All business will be operated strictly in accordance to any standards, specifications and directions as may be set forth or given by the Owner from time to time.

3.2 Use of the FunkyKidz Messy Play name (on a trading basis) and trademark is strictly limited to business carried out in terms of this agreement and will be limited to the period of this contract.

3.3 Protection of the trademark and promotion of the goodwill of FunkyKidz Messy Play is to be of prime consideration. The Instructor acknowledges that she/he has no prior knowledge of the operating procedures or trade secrets of FunkyKidz messy Play. The Instructor will not divulge or permit to be divulged to any person any aspect of the operating procedures or trade secrets otherwise than for the purpose of this agreement. The owner hereby grants to the instructor a licence to operate the business of FunkyKidz Messy Play within the territory of the Instructor's area, strictly in accordance with the specified operating systems of FunkyKidz Messy Play and subject to the terms and conditions of this agreement.

3.4 The license will commence with effect from the date of the instructor signing this agreement and can be terminated in accordance with the terms of this agreement. The licensee shall not be entitled to establish and or maintain any office from which to administer, operate or carry on the business of FunkyKidz Messy Play other than the premises stipulated in this agreement.

4. MONTHLY FEES

4.1 The Instructor shall pay to the owner during the subsistence of this agreement a monthly fee equivalent to 3 children, irrespective of the number of children being taught. The monthly fee will be payable monthly commencing, one (1) month after the signing of the contract. The monthly fee shall be paid by the instructor to the owner on or before the **1st day of each month**. (January – December the first monthly fee is payable one (1) month after the date of the signing of the contract by the Owner.

4.2 An initial non-refundable start-up fee of R 500.00 will be charged by the Instructor.

4.3 Messy Play fees will be controlled by the Instructor.

5. TERMINATION

Any termination of this contract by either party for reasons such as the Instructor is not attending classes, not paying royalty fees on time, moving to another town or province or wanting to resign for whatever reason, will require one calendar months' notice period which must be given in writing to the other party.

You are not obligated to terminate your contract within your 1 months grace period, and if you do you will need to pay your first monthly fee.

6. OWNER'S OBLIGATIONS

6.1 The Owner will provide manuals for the instructors in accordance with the required standards. The owner will also provide on-going support and help with advertising.

7. INSTRUCTORS OBLIGATIONS

7.1 The Instructor's will ensure that adequate equipment and premises are available to perform its obligations in terms of this agreement.

7.2 The instructor will prepare and maintain all administrative requirements, which the owner may establish from time to time. The instructor will comply in the conduct of the FunkyKidz Messy Play business with all applicable laws and regulations of any competent authority.

7.3 The Instructor shall keep accurate books of accounts and records of all relevant aspects of the related business and the owner shall be entitled to access and to make copies of all books and accounts, records and reconciliation on demand.

7.4. The Instructor shall be solely responsible for all expenses of the daily operation of FunkyKidz messy Play and for all taxes and levies of any kind and all kinds of such taxes and levies that may be levied on the business and its income by the government authorities, and the licensor shall not be liable for any such expenses, taxes, levies or disbursements otherwise paid or incurred by the instructors in connection with the maintenance and running of the business.

8. CONFIDENTIALITY

All information with respect to the operation of FunkyKidz Messy Play is strictly confidential and may not be disclosed to any other party or be used for any other purpose not related to the business of FunkyKidz Messy Play.

9. RESTRAINT OF TRADE

Upon the termination of this agreement the licensee will not operate either directly or indirectly in the management or control of a business, which conducts business of a similar nature to FunkyKidz Messy Play for a period of twelve (12) months licensor's. The Instructor's acknowledges that this restraint is a reasonable one in order to protect the owner's business systems.

10. WHOLE AGREEMENT

10.1 This agreement constitutes the entire agreement between the parties. Any amendment, variation or mutual cancellation of this agreement shall not be binding on the parties and shall have no legal force and effect, unless reduced to writing and signed by both parties.

SIGNED AT ON THIS DAY _____ OF _____ 20__

AS WITNESSES :

1.
Owner

2.

SIGNED AT ON THIS DAY _____ OF _____ 20__

AS WITNESSES:

1.
Instructor

2.