

One-Size Cheekies™ and Growing Cheekies™ Diaper Pattern
Twelve-Month Cottage Industry Sewing License

If you wish to purchase a cottage industry license from Stephanie Theis, you must print, fill out, and sign the below contract. Mail it (with your payment if paying by check or money order, and product sample) to the following address, and be sure that your check or money order is made out to Stephanie Theis:

Stephanie Theis
Pampered Cheeks
6323 Cape West Ct.
St. Cloud, MN 56303
USA

Applicant must purchase the pattern separately and submit a single sample for review. Be prepared for constructive feedback. Sample will be returned.

FULL NAME: _____

ADDRESS: _____

COUNTRY: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

WEBSITE ADDRESS: _____

Please print your complete name, address, phone number, email address, and website address for records.

Below you must sign and date the contract, as well as initial each section marked by an underlined area.

This agreement is set forth between Stephanie Theis, hereafter known as LICENSOR and _____ hereafter known as the LICENSEE.

_____ LICENSOR is the copyright owner of the One-Size Cheekies™ and Growing Cheekies™ diaper patterns and any future patterns or modifications in the Cheekies™ and Pampered Cheeks™ pattern line(s). Whereas these works are owned by LICENSOR, she retains all rights to the development and sale of all designs constructed from these patterns and the sewing guides that are included therein.

LICENSOR grants a limited license to the LICENSEE to manufacture diapers and accessories from the One-Size Cheekies™ and Growing Cheekies™ pattern lines with the following restrictions and requirements:

- _____ LICENSEE must pay an annual fee of \$100.00 to Stephanie Theis for a one year (twelve-month) limited license.
- _____ LICENSEE must submit one diaper sample with appropriate accessories prior to application approval. Sample will be returned.
- _____ LICENSEE agrees that all diapers made from the One-Size Cheekies™ and/or Growing Cheekies™ patterns must be sewn in his/her own home without any type of commercial production.
- _____ Any minor changes to the dimensions of the diaper or accessories, such as longer wings or a higher rise must be specified to the customer before the sale has taken place, but do not need the approval of the LICENSOR.
- _____ LICENSEE must gain written approval from LICENSOR to make major changes to the pattern. Changes that require approval are any that make the diaper markedly different from those made and sold by other existing or potential license holders.
- _____ A serger must be used for professional seams when applicable. Hidden seams do not need to be serged.
- _____ All supplies must be of high quality and appropriate for diaper-making.
- _____ A size chart must be provided to customers. The official size chart provided on the pattern is recommended but the measurements may be altered slightly to reflect personal results.
- _____ LICENSEE will include the following statement for each item created using the pattern: “This item was created using the One-Size Cheekies™ (or Growing Cheekies™) pattern and is sold under a cottage industry license.”
- _____ The LICENSEE agrees to provide his/her clients with fair and timely service. LICENSOR does also request that the licensee is honest and forthright and treats LICENSOR and all their current and potential clients with honesty and integrity.
- _____ LICENSEE is an independent contractor and is no way an employee of LICENSOR. LICENSOR is in no way liable for any outcome of a sewing project. Licensee must take responsibility to create their hand-sewn items to the best of his/her ability and assumes all risks including physical and economical.
- _____ LICENSEE is responsible for abiding by any current and future patent laws that apply.
- _____ LICENSEE is responsible for abiding by any current and future federal, state, and local laws and regulations pertaining to their own home sewing business as well as any and all laws and regulations that pertain to any sewing and manufacturing they perform in their home and the sale of such goods.
- _____ 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 and other license holders.
- _____ LICENSOR disclaims all liability for any losses or injuries due to the use or misuse of this pattern or the resulting items and accessories made from this pattern.
- _____ With the purchase of the license, LICENSOR will provide your name to customers who ask for the list of licensed sewing contractors. She will also include you in a list of licensed sewing contractors that will be included on her website. If at any time the LICENSEE does not wish to be on these lists or does not wish to continue in her business, he/she should notify LICENSOR and tell LICENSOR to remove his/her name off the list. No refunds of unused license fees will be issued.

- _____ This sewing license is non-transferable and non-refundable.
- _____ The LICENSEE agrees and understands that all the following trademarks are the exclusive property of LICENSOR: One-Size Cheekies™, Little Cheekies™, Growing Cheekies™, and Pampered Cheeks™.
- _____ The LICENSEE agrees to properly display, use and protect the above trademarks to the best of his/her ability. The LICENSEE agrees to not use the Pampered Cheeks™ trademark.
- _____ The LICENSEE agrees not to register any of the above trademarks or future trademarks of LICENSOR in the country they reside in, as they are the exclusive property of LICENSOR.
- _____ LICENSOR reserves the right to change requirements of this license from time to time. The LICENSEE understands that to retain his/her license, he/she must agree to any and all requirements requested by LICENSOR.
- _____ All license fees paid by LICENSEE go towards the for-profit use of the copyrighted pattern and that pattern's respective trademarks only. No assistance of any kind is promised, guaranteed, or provided by LICENSOR.
- _____ LICENSOR makes no promise or guarantee of any kind regarding any specific income or monetary gain derived from the for-profit use of her patterns.
- _____ If LICENSEE violates any of the above terms or engages in any unethical business practice, LICENSOR reserves the right to revoke this license.
- _____ LICENSOR reserves the right to refuse to sell a license to any person, for any reason.

I agree to all the requirements listed above.

Signature (Licensee)

Date

Accepted by Licensor

Date