



# *The Affiliate Mentoring Program*

## **First Year Agreements**

**I welcome you to the Affiliate Mentoring Program. Because we are entering into important agreements, I think it wise to state our understandings in writing.**

### **Copyright**

1. All written, audio, video, graphic, digital and other materials you have received or will receive from me, including without limitation the Materials defined in section 3A and Resources defined in Section 3B, are subject to my copyright unless otherwise noted. I will grant you a license for the limited use of the Materials on the following terms and conditions.

2. The license will take effect after one month of active and paid participation in The Affiliate Mentoring Program, and upon prior written approval by Katherine.

3A. The license includes only those items identified as cures, methods, exercises and meditations, together called "Materials" in this license agreement.

3B. All Packets, Checklists, Important Distinctions, Questions and Answers, Homework, audiotapes, videotapes, CDs, MP3s, .wav files, and other written items I provide you, together called "Resources" in this license agreement, may be copied once for your personal use only, and must not be copied otherwise or distributed to anyone at any time. All items from Mary Cordaro, Tim Goodwin, and Kevin Fong are also not included in the licensing agreement. I may exclude other items at any time.

4. The license shall last only while you are a member of The Affiliate Mentoring Program. When your participation in the program ends, or is postponed for any reason, the licensing agreement ends also. The Materials are then for your personal use only, and you may not change, make copies of, or distribute the Materials for any purpose.

5. The license is nonexclusive. It is personal to you, and you may not transfer or sublicense it to others.

6. While participating in the program, you may use the Materials for your personal education, and as handouts for your clients and students only. If you make copies, each copy must contain these words as a condition of the license:

*"Copyright Katherine Metz,"* together with the date of copyright, if any. If you omit these words, the license shall immediately terminate.

7. The copyright notice must appear where it now does on the Materials, and must appear on the first page of each separate handout you create from the materials.

8. If you distribute copies of all or part of the Materials as the license permits, you must, as a condition of the license, inform anyone who receives them, in writing, that they may

not change, copy, or distribute any of the Materials or Resources to anyone for any reason. You must use the following language to do so.

*Your use of these materials is subject to a limited license and to a copyright under the laws of the United States. You may use them for your own personal use, but you may not copy them or distribute them to anyone else.*

9. The license entitles you to access to The Art of Placement website, while a member of the Affiliate Mentoring Program. There will be a fee for access to certain Materials and Resources, including without limitation those on the website, audiotapes, videotapes, .wav files, and MP3 files. You may download one copy of website Materials and Resources for your own personal use, but you may not make additional copies, nor distribute the original or any copies of any Materials or Resources of any kind to anyone for any reason.

If you cease to be a member of the Affiliate Mentoring Program, your fees for access and Materials and Resources shall be the same as for members of the public.

10. Because it is difficult to determine the damage to me if you breach or exceed this license, we agree that my damages for each breach or excess shall be liquidated damages in the amount of \$2500. The provisions of this clause shall survive the termination of the agreement.

### **Compensation**

11. Our agreement takes effect only after you have paid a non-refundable deposit of \$300 to Katherine Metz. The Art of Placement shall apply the \$300 deposit to the 12<sup>th</sup> month of the term of this agreement. On the first day of each month during which you are a member of the Affiliate Mentoring Program, you shall pay The Art of Placement \$300 and 27 red envelopes. After the tenth day of each month, the amount due shall be \$330. After the fifth day of the following month, unless we have agreed to other arrangements in writing, your membership in the Affiliate Mentoring Program shall end, and you shall no longer have the right to use the materials for any purpose, as paragraph 4 of this agreement provides, but your obligation to make all remaining payments under this section 11 shall continue.

12. Your deposit of \$300 is due on October 3<sup>rd</sup>, 2011. Your first monthly payment is then due on November 1<sup>st</sup>, 2011. *Please make all checks payable to Katherine Metz and send to PO Box 135, Kenwood, CA 95452.*

13. Accounts past due more than 30 days will accrue interest at the lawful rate until paid. Should it become necessary for us to employ the services of a collection agency or attorney to collect any sum due, you agree to pay all actual collection charges and fees and/or reasonable attorney's fees as allowed by a court of competent jurisdiction.

### **Commitment**

14. Because continuing work together is essential to an understanding of the benefits of the program, we agree that you will remain in the Affiliate Mentoring Program for one year, and that even if you leave the program before one year, you shall continue to make all payments due me under section 11 of this agreement. If you leave the program before the end of that year, The Art of Placement shall retain the balance of the \$300 deposit. If you leave the program after one year, your license shall be limited to your personal use

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only, and you may not change, make copies of, or distribute all or part of the Materials or the Resources to anyone for any purpose.

### **Benefits**

15. One of our mentors shall be available for personal consultation, either in person or by other means of communication, up to one hour each month (except a month in which Mentoring Days occur), to discuss matters that arise in the program. If you miss a scheduled consultation, without 24 hours notice, your time for the month will be lost and cannot be carried over to the following month.

16. Classes (including web classes) offered by *The Art of Placement* will be offered to you at a reduced price. Contents of the Audio Web Library are not included.

17. You will be offered two Mentoring Days during the year. If you choose not to attend, there will be no other offering for the month, except that you can choose to take advantage of your one hour of personal consultation during the month of the Mentoring Days.

18. You will have access to the Indigo From Blue group on the web, as well as the monthly Tele-Transmissions conducted by *The Art of Placement*.

### **Renewal**

19. If we agree in writing that you renew your participation in the program for additional one-year periods, all the terms and conditions of this agreement shall apply, except that you agree to pay the compensation for the program in effect for each renewal period.

**This agreement is made at Kenwood, CA, and shall be construed under the laws of the State of California that apply to contracts made and to be performed in that state. It may be changed only in writing, signed by both of us. Please indicate your acceptance of these terms and conditions by dating and signing below on the copy of this letter. Please initial each page as well, and return all pages to Katherine. You will receive a return copy signed by Katherine.**

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Dated as of \_\_\_\_\_, 2011

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Home

Work

\_\_\_\_\_  
Cell

\_\_\_\_\_  
Email

Fax

\_\_\_\_\_  
*The Art of Placement* by Katherine Metz

Date

\_\_\_\_\_, 2011

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