

## APPLICATION FOR CERTIFIED VENDOR'S LICENSE

Top Ladies of Distinction, Inc.<sup>TM</sup>

Type or print this application and return to:

Attn: Lady Sharon J. Beard  
Top Ladies of Distinction, Inc.  
National Headquarters  
2607 Prospect  
Houston, TX 77004

Email TO: [ladysharontlodpresident14@gmail.com](mailto:ladysharontlodpresident14@gmail.com)  
CC: Lady Tangie Phair at [ladytangiephair@gmail.com](mailto:ladytangiephair@gmail.com)

Type of Application Certification: ☐ New ☐ Renewal

Company Name: \_\_\_\_\_

Applicant Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_ Web site: \_\_\_\_\_

This company is primarily: ☐ Business Concession ☐ Wholesale ☐ Retail Store •

☐ Mail Order ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Reseller ☐ Other

If other, please specify: \_\_\_\_\_

Applicant requests a nonexclusive license to manufacture, design, make, copy, sell, display or distribute paraphernalia relating to Top Ladies of Distinction, Inc. and its entities (hereinafter referred to as TLOD) containing the crown and/or any trade name or trademark of TLOD (including Top Teens of America - "TTA"), and the exact description of the nature of such paraphernalia and the manner of such manufacture, sale and distribution is described as follows:

**Please list the types of items you wish to sell. These items are subject to approval by TLOD, Inc. Please use additional sheet, if needed.**

_____	_____
_____	_____
_____	_____
_____	_____

References: Please list name, address and telephone number of three (3) persons, company or organizations who have done business with the Applicant:

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**TLOD accepts the following forms of payment: Cash, Business/Cashier's/Certified Check or Money Order.**

Applicant understands that TLOD must grant a license before anyone may manufacture, design, make, copy, sell, display or distribute any paraphernalia relating to TLOD and its entities, or containing the crown, or any trade name or trademark of TLOD. **(Initial)**

Applicant understands that TLOD grants licenses for a period of one year from the date of approval and is renewable annually upon completion of the renewal application. **(Initial)**

Applicant understands that in the event of the approval of this Application, that Applicant must execute a Vendor's Agreement upon terms satisfactory to TLOD which includes the payment of a License Fee in the amount as indicated on said Agreement.

Please attach to Application examples, drawings or photographs of proposed paraphernalia and the website link for viewing of merchandise that will be sold.

Submitted by:

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(Name of Applicant, or person signing on behalf of Applicant)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For Office Use Only:**

Date Rec'd \_\_\_\_\_ Payment Rec'd \_\_\_\_\_ Verified by  
Approved: Yes ☐ or No ☐ Initial

# LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into and is effective as of the date the last signatory signs and is by and between Top Ladies of Distinction, Inc. (hereinafter referred to as TLOD or Licensor), a 501(c)(3) not-for-profit organization organized and existing under the laws of the State of Texas and having its offices and principal place of business at 2607 Prospect, Houston, TX 77004 and \_\_\_\_\_ ("Licensee"), a corporation organized and existing under the laws of \_\_\_\_\_ and having its principal place of business at \_\_\_\_\_.

**WHEREAS**, TLOD, a not-for-profit community service organization, is the owner of federally-registered trademarks and service trademarks as reflected on the website for the United States Patent and Trademarks Office, and as protected by federal, state, and Texas common law, both as amended from time to time, and is entitled to the exclusive use of the trademarks; and

**WHEREAS**, Licensee desires, and TLOD is willing, to grant a license to Licensee to use the trademarks on merchandise designed, manufactured and sold by Licensee, provided that Licensee shall confine its sales of such trademarks bearing merchandise solely to TLOD members or other vendors who have been licensed by TLOD to trade in trademarks-bearing merchandise; at TLOD-approved conventions, pursuant to guidelines governing sales at conventions and conferences, and at other events that appeal to TLOD members (including events sponsored by TLOD chapters), **and shall not offer such merchandise for sale through the internet or other electronic means, unless the National President of TLOD has approved such sales in writing;** and

**WHEREAS**, TLOD is willing to grant Licensee a license to design, manufacture, and/or sell trademark-bearing merchandise pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be bound legally, agree as follows:

**1 Grant of License.** TLOD hereby grants Licensee a non-exclusive, non-transferable license to use in designing, manufacturing, and selling merchandise bearing TLOD's trademarks in conformance with this Agreement, which includes TLOD Operating Guidelines and Code of Conduct ("TLOD's Vendors Code of Conduct" -- attached as Schedule A hereto, and incorporated by reference herein), and in accordance with any requirements, specifications, or standards prescribed by TLOD hereunder pertaining to Licensee's use of TLOD's trademarks, it being understood that such specifications or standards are designed only to protect the value of TLOD's trademarks.

**2. Ownership of Trademarks.** Licensee acknowledges the great value of the goodwill associated with TLOD's trademarks; that the trademarks and all rights and goodwill pertaining thereto belong exclusively to TLOD; that all uses of the trademarks by Licensee shall inure to the benefit of and be on behalf of TLOD; and that TLOD retains the right to license the use of the trademarks to other parties.

**3. Licensee as Vendor: Limitations on Sales.** Licensee is authorized to sell trademarks-bearing merchandise as a vendor, subject to the restrictions and conditions imposed by TLOD, which Licensee expressly acknowledges and agrees to, including the restrictions stated in paragraph two above; the restrictions stated in TLOD's Vendors Code of Conduct; and the prohibition on making sales to any vendor who fails to verify its status by producing a current executed License Agreement between it and TLOD.

**4. Quality Control and Maintenance.**

**a. Standards for Use and Control of Trademarks.** Licensee agrees to comply with any requirements prescribed by TLOD concerning the quality, style, design, and use of each trademarks, and to ensure that all merchandise bearing a trademarks is designed, manufactured, advertised, marketed, and/or sold in conformance to specifications and standards that TLOD may prescribe. Licensee agrees not to use TLOD trademarks in conjunction with any other non- TLOD trademarks and/or symbol without the written consent of TLOD.

**b. Maintenance of Standards.** TLOD shall have the right to require Licensee to submit samples of its designs for merchandise bearing a trademarks and samples of such merchandise manufactured by Licensee, as well as display and packaging materials, for TLOD's inspection as TLOD deems necessary, and Licensee shall make its operations reasonably available for TLOD's inspection upon TLOD's request.

**5. Additional Representations and Warranties by Licensee.** Licensee further represents and warrants:

**a.** That it will guarantee all merchandise it distributes and sells representing TLOD, and that it will make an acceptable adjustment to any dissatisfied purchaser within sixty (60) days of the date of purchase;

**b.** That it will not at any time sell, transfer, assign or otherwise convey (or attempt to convey by any means) the associated License or any rights thereunder to any other individual, partnership, joint venture, corporation, company, organization or entity being that licenses are non-transferable.

**6. Liability; Indemnification**

- a. Liability.** TLOD assumes no liability to Licensee or any third party arising from the quality, performance or other characteristics of merchandise designed, manufactured, or sold by Licensee.
- b. Indemnification.** Throughout the period from the inception of this Agreement until three years following its termination, Licensee agrees to indemnify and hold harmless TLOD, its officers, Executive Board members, agents and employees from and against any and all losses, demands, claims, damages to persons or property, and liabilities, including reasonable attorneys' fees, arising out of or relating to claims by third parties for defects from, or damages or injuries sustained in connection with, Licensee's design, manufacture, sale or use of trademark-bearing merchandise.

**7. Term and Publication of Non-Renewal**

- a. Term of Agreement.** The term of this Agreement and the associated License hereby granted shall be effective from the date of execution of this Agreement and shall continue for one year, unless sooner terminated pursuant to the "Termination" provisions set forth in this Agreement, at which point all rights licensed hereby shall cease immediately. Upon expiration of this initial one-year term, this Agreement and the associated License may be extended for an additional one-year term by mutual agreement of the parties, effective upon TLOD's receipt from Licensee of the **\$750** renewal fee.
- b. Publication of Non-Renewal.** Licensee understands and agrees that TLOD has the right to and may, in its sole discretion and without recourse by Licensee, publicize the non-renewal of Licensee's Agreement and associated License in the most convenient medium, including posting the fact of the non-renewal and the reason for the non-renewal on TLOD's website.

**8. Fee.** Licensee shall pay TLOD a license fee of \$750 annually. Fees are not refundable.

**9. Termination.** TLOD may terminate this Agreement upon written notice to Licensee, in the event TLOD receives notice that Licensee plans to cease operating; TLOD may terminate this Agreement immediately upon Licensee's breach of this Agreement (including the incorporated Guidelines and Code of Conduct) by unauthorized use of any trademark or by otherwise failing to meet its obligations under this Agreement; and Licensee may terminate this Agreement at any time upon written notice to TLOD that Licensee has ceased its use of all trademarks.

If this Agreement is terminated for any reason, the Licensee's right to use the associated License and all rights granted to Licensee thereunder shall immediately cease to exist; Licensee shall immediately stop manufacturing, making, producing, or selling merchandise using any trademark (including advertising, promoting, and displaying merchandise); and Licensee shall send to TLOD all such merchandise and materials, as TLOD directs.

**10. Modification of Agreement.** This Agreement may not be modified or amended except in writing executed and dated by TLOD and Licensee, and such writing shall expressly state that it modifies this Agreement.

**IN WITNESS WHEREOF,** the parties hereto, by signature of their duly authorized representatives below, execute this Agreement effective as of the date set forth above.

**LICENSOR**

\_\_\_\_\_  
Sharon J. Beard  
National President  
Top Ladies of Distinction, Inc.

\_\_\_\_\_  
Date

**LICENSEE**

\_\_\_\_\_  
Name of Licensee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

## Exhibit A

### Vendor Guidelines and Code of Conduct

This Code is incorporated into and made a part of the License Agreement that must be executed before any vendor may design, market, or sell merchandise bearing TLOD's Trademarks.

**Certified Vendors** are those individuals and businesses with whom TLOD has entered into a contract (License Agreement) signed by the Vendor and the National President of TLOD authorizing the vendor to use TLOD's Trademarks on merchandise to be manufactured, sold, displayed and/or distributed to *members* of TLOD.

### Fees, Rules, and Regulations

**Fees for Certified Vendors.** Certified vendors shall pay an annual fee for the opportunity to market, display or sell merchandise pursuant to the License Agreement.

**Appropriate Venues.** Certified vendors shall sell merchandise bearing TLOD's Trademarks only at approved TLOD public functions. Approved functions include direct sales to individual *members* of TLOD at Area Conferences, National Conventions, State and Local Meetings, Founder's Day and/or other TLOD related events.

**License Non-Transferable.** In no event shall any vendor sell, transfer or assign its/his/her vendor's License to any other individual, partnership(s), joint venture, for-profit business corporation, non-profit organization, or any other entity, without written consent from TLOD. Violation of this policy will lead to termination of the License and the authorizing License Agreement and other legal actions at the discretion of TLOD.

**Merchandise Approval.** TLOD reserves the right to take out of commission any articles/items that are deemed to reflect negatively on the organization. Designs should not have negative images, terms, phrases, or sayings pertaining to anything or anyone on the merchandise.

**Quality of Merchandise.** All paraphernalia and merchandise bearing TLOD's Trademarks shall be of good quality and shall be presented in good taste and in the highest professional standards. Licensee may be asked to submit samples of merchandise to be designed, sold, or marketed before any design, sale, or marketing of any such merchandise.

**Direct In-Person Sales Only.** Vendors shall not sell or market TLOD paraphernalia through catalogues, Internet, other mail order systems, or other mechanisms that are available to the general public. Vendors are authorized to sell only to members and only at approved TLOD functions or functions where TLOD members may be present (Divine Nine, Order of the Eastern Star, Church Associations, etc.)

**Display of License.** Vendor shall display the Vendor's License at all times when selling TLOD paraphernalia and merchandise.

## **TLOD FAQs**

The official flower is the Orchid. It comes in an array of colors.

The official symbol is a Crown.

TLOD is the acceptable acronym for Top Ladies of Distinction, Inc. It is pronounced as individual letters, T - L - O - D.

TLOD's official colors are light pink, silver and gold.

TLOD's motto is "Service to Youth and Adults."

Images of the Founders are not to be used without consent of the National President.

## **Vendor Code of Conduct**

As a vendor of Top Ladies of Distinction, Inc., you are expected to:

- maintain the highest standards of professional and personal conduct;
- supply the best quality materials and items for sale to TLOD members;
- refrain from any type of inappropriate or unwelcome solicitation during TLOD sponsored events;
- comply with rules and regulations established by TLOD;
- comply with the terms of the License Agreement; and
- verify that any manufacturer/vendor offering TLOD merchandise for sale or resale is a certified vendor, as that term is defined in this document.

Please contact the National Vendor Chairman, Tangie L. Phair, at [tangiephair@yahoo.com](mailto:tangiephair@yahoo.com) if you have questions.