

BABY SIGNS TOO, LLC  
**Independent Certified Instructor Agreement**



**1. Application Requirements**

- 1.1 I hereby apply to become an authorized Baby Signs® Independent Certified Instructor (hereinafter “ICI”).
- 1.2 I understand that to become a Baby Signs® ICI, I must read and agree to abide by this Agreement, order and pay for my instructor kit, and complete my certified training.
- 1.3 If I am applying as a Canada or International ICI, I understand that I am responsible for all shipping charges, duties, taxes, brokerage, and other fees as required by my country, and I understand I may establish an international shipping account with my preferred shipping provider such as FedEx, DHL, UPS, etc. Otherwise, I accept Baby Signs Too, LLC use of the United States Postal Service (USPS) or UPS to ship my products, and I understand that all required fees will be added to my order total. I understand that all product orders will be shipped within 2 weeks once payment is received.

**2. Independent Contractor Status**

- 2.1 As an ICI, I will be an independent contractor and not an employee, agent, or legal representative of the Baby Signs® Program or Baby Signs Too, LLC.
- 2.2 I will be responsible for my own business and financial success and understand that Baby Signs Too, LLC does not guarantee any potential earnings.
- 2.3 I further understand that I am to comply with all local, state/province, and federal laws pertaining to the conduct of my business and to the merchandising of the products to be offered for sale.
- 2.4 I accept sole responsibility for all self-employment (Social Security) and income taxes due on income I earn as an ICI. I further accept total responsibility for all sales taxes and monies due to local, state/province, and other governmental agencies.

**3. Policies**

- 3.1 I agree to abide by all Baby Signs Too, LLC policies set forth in the ICI Handbook and any other company-authorized communications. I understand that I am responsible for abiding by any new policies and procedures set forth after the signing of this Agreement. I understand that updated policies and procedures are maintained on the Instructor Support Site and that Baby Signs Too, LLC will make announcements when changes have been made.
- 3.2 I agree to conduct my business in an honest, ethical, and responsible manner so as to reflect the highest degree of credibility for the Baby Signs® Program and myself.
  - 3.2.1 I will use only verifiable and current information when teaching Baby Signs® classes and workshops. I will not create false expectations about the Baby Signs® Programs.
  - 3.2.2 I will create a professional environment that is free from discrimination of any kind. I will follow through on all promises to my customers.
  - 3.2.3 I will follow the corporate guidelines in dealing with customers and ensure that every sale of a Baby Signs® product was ethically gained and follows all corporate standards. Because our success as a company is directly linked to the satisfaction of its clients and customers, I accept responsibility for ensuring that each customer’s interaction with me is rewarding and enjoyable.
  - 3.2.4 I will responsibly handle customer monies and comply with federal, state/province, and local taxes and regulations with respect to my business and personal finances. Furthermore, I will be responsible for paying all my expenses incurred in conducting my business.
  - 3.2.5 I will interact with the Baby Signs Too, LLC and fellow Instructors with a spirit of cooperation.
  - 3.2.6 I will advise Baby Signs Too, LLC of my knowledge of any questionable or unethical activities that would violate this code.
- 3.3 I agree to abide by Baby Signs Too, LLC policies regarding use of the Baby Signs® name and trademark. I understand that I am representing myself as a Baby Signs® Independent Certified Instructor offering Baby Signs® workshops, classes, and trainings. I will use the registered trademark symbol (®) with the Baby Signs® name in my written communications wherever possible.
- 3.4 I will accurately present the benefits of the Baby Signs® programs and products to my participants/customers. I will not make claims contrary to the authorized program or product literature.
- 3.5 I understand that once I have completed my Instructor training and have become certified, I can list my contact information on the Instructor Directory of the [www.babysignstoo.com](http://www.babysignstoo.com) website.
  - 3.5.3 I also understand that materials on all Baby Signs® websites ([www.babysignstoo.com](http://www.babysignstoo.com) and [www.babysignsprogram.com](http://www.babysignsprogram.com)) are copyrighted and using any information without written permission is a violation of those copyrights.



- 3.6 I agree to teach only Baby Signs® workshops, classes, and trainings using the approved curricula. I agree to refrain from representing or giving classes for other companies that use or implement infant sign language class or workshop curricula. Additionally, I agree to sell only Baby Signs® products at my Baby Signs® workshops and classes unless I obtain prior approval in writing from Baby Signs Too, LLC. I agree to refrain from representing or selling products from other companies that produce or distribute infant sign language products.
- 3.7 I understand that all Baby Signs® curricula, training, and ICI materials are the intellectual property of the Baby Signs® Partnership, and I will not distribute or give these materials to anyone at any time.
- 3.8 I understand that if I have a business partner, spouse, or domestic partner who wants to conduct Baby Signs® workshops and classes, this person must independently become a Baby Signs® ICI.

#### 4. Agreement Term

- 4.1 I understand that this Agreement will remain in effect for 12 months from the date a signed copy is received by Baby Signs Too, LLC and shall automatically be renewed at each anniversary date for a period of 12 months unless I receive in writing a 30-day Notice of Termination. Such termination may not occur without “just cause.” The term “just cause” shall mean, but not be limited to, any of the following:
  - a. A material breach of the terms of this Agreement.
  - b. A violation of law, mishandling of customer money, submitting bad checks, or falsifying reports, records, or other information. Any disagreement between me and Baby Sign Too, LLC regarding my termination shall be resolved through mediation.
- 4.2 I understand that Baby Sign Too, LLC may terminate this Agreement at any time if I fail to comply with the terms of this Agreement or with the Policies and Procedures included in the Independent Certified Instructor Handbook.
- 4.3 I understand that I may terminate this Agreement at any time upon 30 days written notice to Baby Sign Too, LLC and resign as an ICI. Should I resign, I also understand that all Baby Signs® products and Baby Signs® curricula, training, and ICI materials are intellectual properties of the Baby Signs® Program and are protected by copyrights. Therefore, I understand that I may not adapt or modify in any way, or publicly display, perform, distribute or otherwise use the materials for any public or commercial purpose.
- 4.4 If I decide to request my reinstatement as an ICI, I understand that I must contact Baby Sign Too, LLC to receive updated agreement forms, curricula, and materials that may need to be acquired at an additional cost.
- 4.5 I understand that this Agreement is personal and may not be assigned to any other person, partnership, or corporation without prior written consent from Baby Sign Too, LLC.

#### 5. Indemnification

- 5.1 I understand and agree that Baby Signs Too, LLC will not defend and hold me harmless from a claim of damage or injury arising from claims or usage I recommend that is contrary to the Baby Signs® written information stating the benefits and proper use of Baby Signs® products.

#### 6. Conflict Resolution

- 6.1 I understand and agree that this Agreement shall be governed by the laws of the state of California. I agree to amicably and quickly resolve any issues that are not addressed in this Agreement or that arise from business activities.
- 6.2 I understand that any conflict between me and Baby Sign Too, LLC that cannot be resolved amicably shall be resolved through arbitration.

#### 7. Execution of this Document

This Agreement may be signed and transmitted electronically or by mail.

**I have read and agree to abide by the terms and conditions of the ICI Agreement.**

\_\_\_\_\_  
Instructor First and Last Name Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date