



Empowering Youth to End Domestic Violence

# Product Order Form

Two of Break the Cycle's tools to help educate teens about domestic violence and dating violence are now available for purchase. Our prevention curriculum, **Domestic Violence 101** and our education video, **Teens Speak Out: Dating Violence** can be purchased separately, or they can be purchased together for a discounted price. All proceeds from the sale of these products benefits Break the Cycle.

## Presentation Information

Please help us track and evaluate our products by answering a few questions.

How did you hear about Break the Cycle's curriculum and video?

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What is the name of the school, organization, or location that will present the video/curriculum?

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What type of school/organization is this? ( Please check one.)

- Middle School       Detention Facility       Alternative/Continuation School
- High School       College/University       Community Group/Nonprofit
- Other (please specify): \_\_\_\_\_

What type of area is the school/organization located in?

- Urban                                       Suburban                                       Rural

About how many students/participants will view the video or participate in the curriculum each year?

- 0-25       25-50       50-75       75-100       100-150       150-200
- 200-250       250-300       300-350       350-400       400-450       450-500
- 500+ (please estimate how many): \_\_\_\_\_

What age range do the students/participants fall in?

- Younger than 12                                       12 to 24 years old                                       Older than 24

What grade(s) will the students/participants be in when they see the video or participate in the curriculum?

- 6<sup>th</sup>       7<sup>th</sup>       8<sup>th</sup>       9<sup>th</sup>       10<sup>th</sup>       11<sup>th</sup>       12<sup>th</sup>       College
- Other (please specify): \_\_\_\_\_

Please estimate the ethnic background of the students/participants at your school/agency. (Total should equal 100%.)

- \_\_\_\_\_ % Asian      \_\_\_\_\_ % Black      \_\_\_\_\_ % Latino      \_\_\_\_\_ % Native American
- \_\_\_\_\_ % White      \_\_\_\_\_ % Other (including Multi-Racial)

Please estimate the percentage of LGBTQ students/participants: \_\_\_\_\_ %

**THANK YOU!**

**Price Information**

	Nonprofit/ Public School	For-Profit/ Private School
<i>Teens Speak Out: Dating Violence Video</i>	\$30.00	\$30.00
DV 101 Curriculum*	\$75.00	\$130.00
DV 101 Curriculum with <i>Teens Speak Out</i>	\$95.00	\$150.00

\* The curriculum comes with a teacher guide, overheads, yes/no cards for use during the presentation and handouts for participants

**Order Information**

Item Description	DVD or VHS Format?	Quantity	Unit Price	Total
<i>Teens Speak Out: Dating Violence Video</i>				
DV 101 Curriculum				
DV 101 Curriculum with <i>Teens Speak Out</i>				
<b>SUBTOTAL</b>				
Tax*				
Shipping**				
<b>TOTAL</b>				

\* Add 8.25% tax if shipping to CA. \*\* Add \$6 for VHS/DVD only; \$9.00 for DV101 or both

**Billing Information**

Payment type:  Credit Card  Check (Payable to Break the Cycle)

Credit Card Number: \_\_\_\_\_ Expires: \_\_\_\_/\_\_\_\_

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

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Shipping Information** (If different than billing address)

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

Shipping Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**To order, fill out this form and the attached License Agreement. Then fax or mail both forms to Break the Cycle:**

Fax: 310.286.3386  
 Phone: 310.286.3366  
 Email: orders@breakthecycle.org

Mail: Break the Cycle  
 5200 W. Century Blvd., Suite 300  
 Los Angeles, CA 90045

## ***Domestic Violence 101*** **License Agreement**

This License Agreement (“Agreement”) is made and entered into effective \_\_\_\_\_ (the “Effective Date”) by and between Break The Cycle, a nonprofit 501(c)(3) corporation (“Licensor”) and \_\_\_\_\_ (“Licensee”).

### **Recitals**

WHEREAS, Licensor has developed and gathered an educational curriculum, including a video presentation, outlines, handouts and other materials pertaining to conducting educational seminars about issues related to domestic violence;

WHEREAS, Licensee wishes to use Licensor’s curriculum to conduct such seminars for educational purposes, and Licensor is willing to permit the Licensee to use such materials for such purposes, subject to the terms and conditions set forth herein;

### **Agreement**

NOW THEREFORE, in consideration of the mutual premises, covenants, agreements, representations and warranties contained in this Agreement, the parties agree as follows:

#### **1. DEFINITIONS**

“**Licensed Curriculum**” shall mean the materials provided by Licensor to conduct a live version of the Seminar.

“**Licensed Documentation**” shall mean the outlines, handouts for students and other materials provided for use with the Licensed Curriculum and Licensed Presentation in conducting educational seminars.

“**Licensed Materials**” shall mean the Licensed Curriculum, Licensed Documentation and Licensed Presentation.

“**Licensed Presentation**” shall mean the video presentation entitled “Teens Speak Out: Dating Violence,” used in the Domestic Violence 101 educational seminar.

“**Permitted Attendees**” shall mean: (a) if Licensee is a school, all students of Licensee; (b) if Licensee is a community group or organization, all participants; and (c) if Licensee is a business, all employees of Licensee.

“**Seminar**” shall mean the Domestic Violence 101 educational seminar or class created by Licensor.

**2. License.** Licensor grants to Licensee a non-exclusive license to: (a) use the Licensed Curriculum solely for the purpose of conducting a live version of the Seminar for Licensee’s employees or students, as applicable; (b) playing the Licensed Presentation for its employees or students, as applicable; and (c) copying and distributing the Licensed Documentation solely to employees or students attending the Licensed Curriculum of Licensed Presentation. Licensee agrees that: (1) it shall not make copies of the Licensed Curriculum or Licensed Presentation, provided that it may make one copy for archival purposes (provided such copy identifies the materials as owned by Licensor); (2) it shall not distribute the Licensed Curriculum or Licensed Materials to any third parties; (3) it shall not distribute the Licensed Documentation to third

parties other than as provided for in subsection (c) above; (4) it shall not conduct the Licensed Curriculum or show the Licensed Presentation without concurrently providing students or employees, as applicable, with copies of the Licensed Documentation; (5) it shall not use the Licensed Materials to conduct more than one seminar or class environment at the same time (e.g., additional copies of the Licensed Materials are required if Licensee wishes to conduct concurrent seminars or classes); (6) it shall maintain the integrity of the Seminar, and shall not modify, substitute, alter or delete any portion of the Licensed Materials, in whole or in part, without prior written authorization from Licensor; (7) it shall not use any portion of the Licensed Materials other than in connection with conducting the Seminar; (8) nothing herein shall in any way restrict Licensor from using the Licensed Materials to conduct Seminars or licensing the Licensed Materials to third parties to conduct Seminars or modifying the Licensed Materials or using or exploiting in any manner the Licensed Materials; and (9) all rights not granted herein are expressly reserved by Licensor.

**3. Markings.** Licensee agrees to include Licensor's logo (consisting of two offset rectangles (one black and one blue) with white writing and the tagline "Empowering Youth to End Domestic Violence) on all materials incorporating or utilizing the Licensed Materials, in the manner approved by Licensor and currently displayed on the materials provided pursuant to this Agreement. If required by Licensor at any time during the term of this Agreement, Licensee will use such symbols (including, for example, © ® and ™) on copies of the Licensed Materials as directed by Licensor. Any marks used by Licensee shall be used only in conjunction with the Seminars and in accordance with the guidelines furnished to by Licensor to Licensee from time to time, if any, but always maintaining a Seminar quality satisfactory to Licensor or as specified by Licensor. Licensee acknowledges that all Marks are owned by Licensor, and will not at any time act in any way to impair such ownership. Licensee acknowledges that use of the Marks shall inure to the benefit of Licensor, and shall not create in Licensee's favor any right, title or interest in or to the Marks.

**4. Ownership Of Intellectual Property.** Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title and interest in and to the Licensed Materials, and any intellectual property rights therein (including, without limitation, any patents, copyrights, trademarks, trade secrets, know-how, or any other intellectual property right or proprietary right whether registered or unregistered and whether now known or hereafter recognized in any jurisdiction).

**5. Reports.** Upon request by Licensor, Licensee agrees to provide annual participant demographics reporting. Such demographics information to be reported shall include, among other things, the type of students, participants or employees participating in the program, the number of students, participants or employees participating, and other general participant information that is readily available to Licensee.

**6. Fees.** In consideration of the license granted hereunder, Licensee shall pay Licensor the fees set forth in Exhibit A upon execution of this Agreement. All fees paid hereunder are non-refundable, and are subject to change (except with respect to the initial amounts identified in Exhibit A as of the Effective Date. Licensee shall be responsible for and shall pay any applicable sales, use, excise or similar taxes arising from the purchase of Licensed Materials by Licensee under this Agreement, excluding any taxes based on Licensor's income.

**7. Term And Termination.** The term of this Agreement shall commence on the Effective Date and shall remain effective until terminated by either party pursuant to this Section 7. Licensee may terminate this Agreement at any time by providing advance written notice to Licensor. Licensor may terminate this Agreement in the event of a material breach of this Agreement by Licensee which remains uncured or a period of thirty (30) days after receipt of written notice of such breach. Within ten days of termination of the Agreement, Licensee shall return to Licensor or destroy all copies of the Licensed Materials which Licensee has in its possession or control. Prior to destroying or returning such copies of Licensed Materials, Licensee shall communicate with Licensor to determine whether Licensor wishes Licensee to destroy or return such copies. Licensee shall follow any instructions Licensor shall provide to Licensee as to such destruction or return. Licensee shall certify in writing to Licensor that all originals and copies of the Licensed Materials have been returned to Licensor or destroyed.

**8. Warranty; Disclaimer; Liability Limitations.**

8.1 In the event any copies of the licensed materials provided to licensee by licensor are unreadable for any reason, licensor shall provide licensee with a replacement copy. Except for such limited warranty, the licensed materials are provided to licensee "as is" and licensee acknowledges that its use of the licensed materials is at the sole risk of licensee, and licensor hereby expressly disclaims all warranties, express or implied, relating to the licensed materials, including without limitation the implied warranties of merchantability, noninfringement or fitness for a particular purpose.

8.2 In no event shall licensor be liable to licensee for damages of any kind, including, but not limited to, direct, indirect, special, incidental or consequential damages (including lost profits or lost revenue), arising out of or related to this agreement or the licensed materials, regardless of the theory of the cause of action giving rise to such damages (including, without limitation, tort, breach of contract, and breach of warranty) even if such party has been advised of the possibility of such damages.

8.3 In the event the provisions of section 9.2 are deemed unenforceable for any reason, licensee hereby agrees that licensor's total cumulative liability to licensee in connection with this agreement or the licensed materials, from all causes of action of any kind, including, without limitation, tort, breach of contract, and breach of warranty, shall not exceed the amounts paid by licensee to licensor under this agreement.

**9. Miscellaneous.**

9.1 **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of California, without regard to the principles of conflicts of law. Both parties agree that (apart from claims asserted in litigation by third parties) they shall only bring any action or proceeding arising from or related to this Agreement in a federal court in the Central District of California or in state court in Los Angeles County, California, and the parties irrevocably submit to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by the other party.

9.2 **Assignment.** Licensee may not assign its interest hereunder, in whole or in part, without the written consent of Licensor, which consent may be granted or withheld in Licensor's sole and absolute discretion. Any assignment in violation of this Section shall be deemed a material breach of this Agreement and null and void ab initio.

9.3 **Notices.** Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other

communications required or permitted under this Agreement shall be in writing. Wherever under this Agreement one Party is required to give notice to the other, such notice shall be deemed effective: (a) three (3) calendar days after deposit in the United States Mail, postage prepaid, certified or registered mail, return receipt requested; (b) one (1) business day after deposit with a national overnight courier; (c) if given by facsimile, the day such facsimile is sent, provided confirmation of such notice is also sent by national overnight courier or delivered in person; or (d) upon delivery if delivered in person or by messenger, in each case, addressed to addresses below. Either Party may change its address or facsimile number for notification purposes by giving the other party ten (10) days notice of the new address or facsimile number and the date upon which it shall become effective.

<p>If to Licensor:</p> <p>Break the Cycle                      5200 W. Century Blvd., Suite 300                      Los Angeles, CA 90045                      Attention: Liza Siebel, Director of Programs                      Facsimile: 310-286-3383</p>	<p>If to Licensee:</p> <p>[ _____ ]                      [ _____ ]                      [ _____ ]                      Attention: [ _____ ]                      Facsimile: [ _____ ]</p>
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9.4 **Waiver.** The failure of either party to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by the other party with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its rights to exercise any such or other right, power or remedy or to demand such compliance.

9.5 **Severability.** If any provision in this Agreement will be found or be held to be invalid or unenforceable, then the meaning of said provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement which will remain in full force and effect.

9.6 **Nature of Relationship.** The parties hereby acknowledge and agree that no agency, partnership, joint venture, employment or franchise is either created or intended by this Agreement. Neither party has the authority to bind the other or incur any obligation, or make any representation, warranty, covenant or agreement, on behalf of the other party.

9.7 **Paragraph Headings.** Captions, headings and titles used in this Agreement are for reference purposes only and are neither part of this Agreement nor to be used for purposes of interpreting the parties' intent.

9.8 **Entire Agreement.** This Agreement together with the exhibits hereto, supersedes all previous understandings or agreements between the parties relating to the subject material hereof. It expresses the complete and final understanding with respect to the subject matter hereof and may not be changed in any way except by an instrument in writing by both parties.

9.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when delivered shall be deemed to be an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BREAK THE CYCLE

[LICENSEE]

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

Title:

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

Title:

**EXHIBIT A: FEES****Non-Profit Organizations and Public Schools:**

<b>Product</b>	<b>Price per copy</b>	<b># of Copies</b>	<b>Total</b>
Licensed Curriculum	\$75		
Licensed Presentation	\$30		
Licensed Curriculum and Licensed Presentation	\$95		
Licensed Documentation	No charge	1	\$0.00
Total:			

**For-Profit Organizations and Private Schools:**

<b>Product</b>	<b>Price per copy</b>	<b># of Copies</b>	<b>Total</b>
Licensed Curriculum	\$130		
Licensed Presentation	\$30		
Licensed Curriculum and Licensed Presentation	\$150		
Licensed Documentation	No charge	1	\$0.00
Total:			