

IOTA PHI LAMBDA SORORITY, INC.



VENDOR LICENSING POLICY



IOTA PHI LAMBDA SORORITY, INC.

Dear Prospective/Renewing Vendor:

Iota Phi Lambda Sorority, Inc. ("Iota") has established a National Licensing Policy for all persons selling goods, which includes any all trademarks or trade names representing Iota Phi Lambda Sorority, Inc. Current registrations on file with the U.S. Patent and Trademark Office are listed in the attached Intellectual Property Catalog.

Any person or corporation with a desire to design, manufacture, advertise, market, distribute or sell goods bearing Iota's Marks shall participate in the Vendor Licensing Program. Iota's Vendor Licensing Program outlines all the requirements of being a vendor, the policies and procedures that govern vendor conduct and if approved, attain an annual license to utilize Iota's Marks.

A vendor license can be applied for by completing the Vendor Application, Vendor Guidelines, the Vendor Licensing Agreement, and submitting samples (photos) of your proposed products via email to iotavendorrelations@gmail.com. Also, the annual licensing fee of \$200.00 for members of Iota Phi Lambda Sorority, Inc. or \$300.00 for non-members should be submitted to:

Iota Phi Lambda Sorority, Inc.
ATTN: Vendor Licensing Program
P.O. Box 76645
Washington, DC 20013

Checks and money orders, made payable to Iota Phi Lambda Sorority, Inc. can be accepted. We also accept MasterCard, Visa and American Express credit cards via PayPal.

Upon approval of your application, Iota will add your name to the list of National Licensed Vendors, which will appear on the National website, and send you the dates and locations of our Regional Conferences and National Convention.

If you have any questions or concerns regarding the Vendor Licensing Program, you may contact National Vendor Relations at iotavendorrelations@gmail.com.

Regards,

A handwritten signature in black ink that reads "Wendy B. Jacques". The signature is written in a cursive style and is positioned above the printed name.

Wendy B. Jacques
National Licensed Vendor Relations Contact



**IOTA PHI LAMBDA SORORITY, INC.
VENDOR APPLICATION**

Company Name: _____

Applicant Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Email: _____

Website: _____ Social Media: _____

Type of Certification: _____ New Application _____ Renewal Application

Are you or your business partner a member of the sorority? _____ Yes _____ No

If yes, are you financial? _____ Yes _____ No Chapter Membership: _____

Check appropriate fee: _____ \$200.00 (Member) _____ \$300.00 (Non-Member)

Please check all the Sorority good you wish to have approved to be sold by your company. Please submit artwork or photos as representation of each item per category.

- | | | |
|--|---|--|
| <input type="checkbox"/> Accessories (Ladies) | <input type="checkbox"/> Cosmetic Bags | <input type="checkbox"/> Shirts/T-Shirts |
| <input type="checkbox"/> Apparel (Ladies) | <input type="checkbox"/> Desk/Office Accessories | <input type="checkbox"/> Shoes |
| <input type="checkbox"/> Art/Prints/Posters/Photos | <input type="checkbox"/> Garment Bags | <input type="checkbox"/> Socks |
| <input type="checkbox"/> Auto Accessories | <input type="checkbox"/> Glassware | <input type="checkbox"/> Sweaters |
| <input type="checkbox"/> Badges/Buttons/Decals | <input type="checkbox"/> Jackets | <input type="checkbox"/> Umbrellas |
| <input type="checkbox"/> Bath Accessories/Apparel | <input type="checkbox"/> Jewelry | <input type="checkbox"/> Wooden Pieces |
| <input type="checkbox"/> Blankets/Throws | <input type="checkbox"/> License Plates/Frames | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Candy/Cookies | <input type="checkbox"/> Luggage/Purses/Tote Bags | _____ |
| <input type="checkbox"/> Ceramics/Cups/Mugs | <input type="checkbox"/> Mirrors | _____ |
| <input type="checkbox"/> Crafts/Quilted Crafts | <input type="checkbox"/> Pens | _____ |

If you are renewing, please list the items you no longer wish to sell.



IOTA PHI LAMBDA SORORITY, INC.

VENDOR GUIDELINES

Iota Phi Lambda Sorority, Inc. (“Iota” or “Sorority”) has developed the following guidelines (Guidelines) in order to provide licensed vendors with standards and regulations regarding the selling of any goods imprinted, emblazoned, embossed, or stamped with Iota’s trademarks or trade names. Any questions about the policies expressed in these Guidelines should be directed to National Licensed Vendor Relations at iotavendorrelations@gmail.com.

These Guidelines are incorporated into and made a part of the Vendor Licensing Agreement that must be signed before any vendor may design, make, sell or offer to sell goods bearing Iota’s Marks.

DEFINITION

National License Vendors (Vendors) are those individuals or businesses with whom Iota has entered into a contract (License Agreement) signed by the Vendor and Vendor Relations Contact authorizing the vendor to use Iota’s Marks on goods to be designed, manufactured, sold, displayed and/or distributed.

FEES, RULES AND REGULATIONS

- 1. Fees for National Licensed Vendors.** National Licensed Vendors shall pay an annual fee for the opportunity to market, display or sell goods pursuant to the Licensing Agreement. The annual fee does not include booths or exhibit space, which are awarded independently and apart from the licensing process, and at an additional charge for specific National Conventions and Regional Conferences.
- 2. Appropriate Venues.** Vendors shall sell goods bearing Iota’s Marks at Sorority Regional Conferences, National Conventions, on a website that they independently own and operate, and storefronts.
- 3. Inappropriate Venues.** Sells from hotel rooms, hallways and corridors; other non-designated public space(s) during any Regional Conferences or National Conventions; and on any third-party websites such as eBay, Amazon, etc., (Etsy is permitted), tradeshow, or on social medium platforms that are not owned or operated by a National Licensed Vendor are strictly prohibited. A vendor’s License may be revoked if it is determined that vendor has been, is or attempts to see Iota’s goods from such locations or sites.
- 4. Goods Approval Required.** Vendors are authorized to sell only goods that Iota has approved. This is a continuing requirement and thus, any good introduced for sale after the initial approval of goods must be independently approved before posting, publishing, selling, or offering for sell. The Sorority reserves the right to withdraw the License if the vendor violates the Licensing Agreement or these Guidelines.
- 5. Quality of Goods.** All paraphernalia and goods bearing Iota’s Marks shall be of good quality; shall be presented in good taste and in the highest professional standards. Samples of all goods to be designed, sold, or marketed must be submitted to Iota before any design, sale, or marketing of any such goods.

6. **Return and Refund Policy.** Vendors shall have a clear return and refund policy.
7. **Specifications for Using the Mark.**
 - a. **Use of Sorority Name.** No vendor shall use the name of Iota Phi Lambda Sorority, Inc. or any derivative or shorten version of it or any other Iota Mark with sayings, phrases, or artistic renditions unless the vendor has obtained advance written approval from Vendor Relations Contact or the National Recording Secretary.
 - b. **Use of Marks.** The vendor shall only use the Sorority official colors of green and white on goods. The vendor shall sell Iota Marks on green and/or white apparel, totes/bags, and accessories. The vendor can sell Iota Marks on **black casual attire**. The **Shield** shall not be on products that are walked on such as shoes, sandals, slippers, socks, or sat on including, but not limited to, placing them across the seat of any pant, jogging suit, leggings, aerobic wear, shorts and the like, or on car mats, floor mats, home welcome mats, on seat cushions (top and bottom), etc.
8. **Presentation of License.** The vendor shall present the National Licensed Vendor's Certificate upon request when selling paraphernalia and goods bearing Iota's Marks.
9. **No Degrading Use.** No Iota Phi Lambda Sorority, Inc. Marks, including any form of Iota's name or any of its other symbols shall be used on alcohol or tobacco containers, illegal drug paraphernalia, material of a sexual or graphic nature and/or material related to pledging and/or hazing.

SORORITY SYMBOLS

1. The official Shield of the Sorority is shown in the Intellectual Property Listing.
2. The official flower of the Sorority is the White Rose with Fern.
3. The official mascot of the Sorority is the Turtle.
4. The official colors of the Sorority of Green and White.
5. No individual member may authorize the use of the Founder's picture or any Iota Mark.

VENDOR GUIDELINES OF CONDUCT

As a vendor of Iota Phi Lambda Sorority, Inc. you are expected to:

- Maintain the highest standards of professional and personal conduct;
- Supply the best quality materials and items for sale to Sorority members;
- Refrain from any type of inappropriate or unwelcome solicitation during Sorority-sponsored events;
- Comply with rules and regulations established by the Sorority;
- Comply with the terms of the Licensing Agreement;
- Contact Vendor Relations, if you have questions or need clarification on any matter related to being a vendor of goods bearing Iota's Marks.



IOTA PHI LAMBDA SORORITY, INC. VENDOR LICENSING AGREEMENT

This License Agreement (“Agreement”) is entered into and is effective on this 1st day of August in the year _____, by and between Iota Phi Lambda Sorority, Inc. (“Iota” or “Sorority”), a nonprofit corporation organized in the state of Illinois and having its principal offices located at 1325 G Street NW, Suite 500, Washington, DC 20005, and _____ (“Licensee”), a _____ organized and existing under the laws of the state of _____, having a principal place of business at _____.

WHEREAS, Iota, a nonprofit corporation, is the owner of trademarks, trade names, service marks and other intellectual property (“Marks”) as referenced in the Intellectual Property Catalog attached hereto and as protected by federal, state and common laws, and is entitled to the exclusive use of the Marks; and

WHEREAS, Licensee desires, and Iota is willing, to grant a non-exclusive limited license to Licensee to use Iota’s Marks on goods designed, manufactured, advertised, marketed, distributed and/or sold by Licensee;

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.** Iota hereby grants Licensee a non-exclusive, non-transferable license (“associated License”) to use in designing, manufacturing, advertising, marketing, distributing and/or selling goods bearing Iota’s Marks in conformance with this Agreement, which includes Iota’s Vendor Guidelines (attached and incorporated by reference herein), and in accordance with any requirements, specifications, or standards prescribed by Iota hereunder pertaining to Licensee’s use of Iota’s Marks, it being understood that such specifications or standards are designed to protect the value of Iota’s Marks.

2. **Ownership of Marks.** Licensee acknowledges the great value of the goodwill associated with Iota’s Marks; that the Marks and all rights and goodwill pertaining thereto belong exclusively to Iota; that all uses of the Marks by Licensee shall inure to the benefit of and be on behalf of Iota; and that Iota retains the right to license the use of the Marks to other parties. Licensee warrants that it will do nothing inconsistent with Iota’s ownership of, or rights or interests in, the Marks, and acknowledges that nothing in this Agreement or the associated License confers on Licensee any right, title or interest in the Marks, other than the right to use them in accordance with the terms and provisions of this Agreement. Licensee further agrees that it will not, during the term of this Agreement or thereafter, attack or contest Iota’s title to or rights or interests in any Mark; that it will not cause anything to be done (by commission or omission) that would in any way impair or tend to impair Iota’s rights to, or title or interest in, any Mark; and that it will not attack or contest the validity or enforceability of this Agreement or the associated License.

3. **Licensee as Vendor.** Licensee is authorized to sell Mark-bearing goods as a vendor, subject to the restrictions and conditions, which Licensee expressly acknowledges and agrees to.

4. **Quality Control and Maintenance.**

a. **Standards for Use and Control of Marks.** Licensee agrees to comply with any requirements prescribed by Iota concerning the quality, style, design, and use of each Mark, and to ensure that all goods bearing a Mark is designed, manufactured, advertised, marketed, distributed and/or sold in conformance to specifications and standards that Iota may prescribe. Licensee agrees to cooperate with Iota in facilitating the implementation of Iota's requirements, specifications and standards. Licensee agrees that all Marks shall at all times be under the control of Iota. Licensee also agrees not to use any other Greek letters or symbols on goods in combination with any Marks without Iota's permission, or to use any other trademarks or service marks in combination with any Mark without the advance written approval both of Iota, on the one hand, and the owner(s) of such other trademark(s) and/or service mark(s), on the other.

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

c. **Safeguards against Prohibited Sales.** Licensee represents and warrants that it will put in place and enforce safeguards designed to protect against unauthorized sales of Mark-bearing goods. Licensee warrants that it will notify Iota of any circumventions of Iota's sales restrictions herein that come to Licensee's attention, including, but not limited, to any diversion of Mark-bearing goods to unlicensed vendors for unrestricted sale, and attempted purchases in quantities indicating an intent to resell (which Licensee agrees to disallow).

5. **Rights Reserved by Iota.** Licensee acknowledges Iota's right to undertake actions it deems appropriate to protect its Marks, including the right:

a. To restrict or prohibit any Licensee activity deemed by Iota to be an unauthorized use of a Mark hereunder, which would include failures by Licensee to conform to Iota's requirements, specifications or standards prescribed hereunder in Licensee's design, manufacturing, advertising, packaging, marketing, promotion, distribution, display or sale of goods bearing a Mark;

b. To inspect Licensee's books and records documenting Licensee's business activities and transactions pursuant to this Agreement and associated License, including income and/or sales tax returns filed by Licensee for the period(s) (including any part thereof) during which Licensee has been granted a license to use Iota Marks; and

c. To communicate with Iota members without restriction regarding its Marks and any uses thereof, including the circulation of lists of manufacturers and/or vendors authorized by Iota to use its Mark(s).

6. **Representations and Warranties by Licensee.** Licensee represents and warrants:

a. That it will guarantee all Mark-bearing goods it distributes and sells, 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 generate and keep, for a minimum period of three years following termination of this Agreement, complete and accurate records and books relating in any way to this Agreement or to Licensee's use of any Mark, including all records of sales of goods bearing a Mark under this Agreement, and make such records available for inspection upon Iota's request;

c. 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 without the express written authorization of Iota;

d. That it will not disclose, share, or provide copies of any Mark to anyone other than Licensee's employees or contractors who have a demonstrable need to know and who have a binding agreement with Licensee to protect the Marks against unauthorized use;

e. That it will display the associated License at all times when marketing, displaying or selling Mark-bearing goods, as a Vendor, at conventions and other events for members of Greek-letter service organizations; and

f. That it will comply with all provisions of Iota's Vendor Guidelines (incorporated herein), and with all federal, state and local laws applicable to its business.

7. **Infringement.** Licensee agrees to notify Iota promptly of any infringement, imitation of a Mark, or any other unauthorized use of a Mark, by any person or entity of which Licensee becomes aware. In all such instances, Iota shall have the sole right to determine whether any action shall be taken in response thereto, which may include seeking relief through infringement or unfair competition proceedings or otherwise, and Licensee agrees that it will cooperate with Iota in any enforcement action or effort that Iota may undertake to protect its rights.

8. **Equitable Relief.** Licensee acknowledges and agrees that any unauthorized use by it of any Iota Mark will cause irreparable harm and significant injury to Iota; that damages from such harm or injury would be difficult to determine on a prompt basis; and that Iota shall be entitled to immediate equitable relief from such unauthorized use, by way of temporary and/or permanent injunction, in addition to other rights and remedies that Iota may have.

9. **Liability and Indemnification.**

a. **Liability.** Iota assumes no liability to Licensee or any third party arising from the quality, performance or other characteristics of goods designed, manufactured, advertised, marketed, distributed 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 Iota, its officers, directors, 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 goods bearing an Iota Mark.

10. **Relationship of the Parties.** This Agreement creates no agency relationship between the parties hereto and nothing herein is intended, nor shall be construed or implied, to place the parties in the

relationship of partners, joint ventures, or franchisor/franchisee, and Licensee shall have no power to obligate or bind Iota in any manner whatsoever. However, Licensee shall be considered a “related company” within the meaning of 15 U.S.C. § 1127 solely for purposes of establishing Iota’s trademark rights in the Marks in connection with Licensee’s use thereof, and Licensee’s uses of the Marks shall inure to the benefit of Iota.

11. **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 the initial term, this Agreement and the associated License may be extended for an additional term by mutual agreement of the parties, effective upon Iota’s receipt from Licensee of a \$200.00 renewal fee.

b. **Publication of Non-Renewal.** Licensee understands and agrees that Iota has the right to and may, in its sole discretion and without recourse by Licensee, publicize the non-renewal of the 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 Iota’s website.

12. **Fee.** Licensee shall pay Iota on an annual basis the fee of \$200.00 for members of Iota Phi Lambda Sorority, Inc. or \$300.00 for non-members.

13. **Termination.**

a. **Right to Terminate.**

i. Iota may terminate this Agreement upon written notice to Licensee, in the event Iota receives notice that Licensee plans to cease operating;

ii. Iota may terminate this Agreement immediately upon Licensee’s breach of this Agreement (including the incorporated Vendor Guidelines) by unauthorized use of any Mark, any of such as violation of Section 6 of the Vendor Guidelines with respect to the design, manufacture, marketing, advertising, promotion, display, distribution or sale of such merchandise, or by otherwise failing to meet its obligations under this Agreement.

iii. Licensee may terminate this Agreement at any time upon written notice to Iota of Licensee’s cessation of its use of all Marks.

b. **Effect of Termination.** 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, distributing or selling merchandise using any Mark (including advertising, promoting, and displaying merchandise); and Licensee shall send to Iota or destroy all such merchandise and materials, as Iota directs, unless Iota in its sole discretion grants Licensee, in writing, a “continuation period” not to exceed sixty (60) days following termination during which Licensee may sell its remaining inventory of such merchandise in accordance with terms and conditions prescribed by Iota. If termination is pursuant to an order of a court or governmental agency, however, Iota shall not authorize any such post-termination use of any Mark.

14. **No Waiver.** No term or provision of this Agreement can be waived or modified except by written agreement executed by both parties. No waiver shall be implied from conduct, whether or not prolonged or repeated; nor shall any waiver of one term or provision of this Agreement be considered a waiver of any other term or provision.

15. **No Transfer or Assignment.** The associated License is granted solely to Licensee, and no other person, entity or party other than Licensee, and Iota shall be deemed to have acquired any rights by reason of anything contained in this Agreement. Neither this Agreement nor the associated License granted under it is transferable or assignable to any other party without Iota's prior written consent. Licensee may not sublicense or otherwise convey in any manner any rights granted to Licensee hereunder, without Iota's written consent.

16. **Entire Agreement.** This Agreement (including the incorporated Vendor Guidelines) constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, promises, discussions, negotiations, agreements or writings are superseded hereby. The terms of this Agreement and the associated License shall be binding upon and shall inure to the benefit of the parties and their successors, heirs and assigns.

17. **Choice of Law, Forum, and Jurisdiction.** This Agreement and the parties rights and obligations hereunder shall be construed and interpreted in accordance with the laws of the District of Columbia and applicable federal law. The parties agree to bring any action or proceeding relating to this Agreement, its interpretation, performance or breach, and/or the parties' respective rights and obligations relating to it in the federal or local courts in the District of Columbia and in no other forum. In any such action or proceeding brought against Licensee in a District of Columbia court, Licensee expressly submits to and waives any objection to personal jurisdiction and venue.

18. **Severability.** The provisions of this Agreement (including incorporated documents) are severable, such that a court's finding that any provision is invalid shall not operate or be construed to invalidate the balance of this Agreement's provisions, which shall continue to remain in full force and effect.

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.

Wendy B. Jacques
Vendor Relations Contact
Iota Phi Lambda Sorority, Inc.

Date

Print Name of Licensee

Date

Title _____

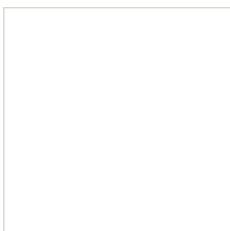
Signature _____

INTELLECTUAL PROPERTY

Official Colors of Iota Phi Lambda Sorority, Inc.



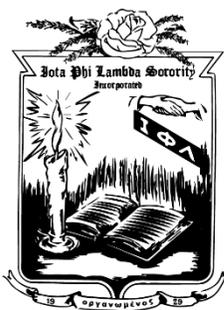
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PMS 347
WEB #009933
HEX #009a44



RGB 255,255,255
PMS White
WEB #FFFFFF
HEX #FFFFFF

Iota Phi Lambda Sorority, Inc. Shield

(Registration Number 5154457)



Word Marks

Iota Phi Lambda Sorority, Inc. (Registration Number 4850559)

Iota Phi Lambda Sorority

Iota Phi Lambda

Greek Letters

IΦΛ (Registration Number 6072493)

Service Marks

Toys 'U' Can't Return (Registration Number 4012052)

