

Annual Affiliate Agreement Terms of Service / Signatures

10/05/2017

PRIME TIME, Inc., the undersigned individuals, and the organizations they represent hereby enter into the following license agreement as described hereafter. Upon completion of this document, PRIME TIME, Inc. (licensor) will grant either a 6-month or 12-month (see designation below) authorization to the partner organization (licensee) for the use of its licensed material. The undersigned individuals agree to the following:

1. The Licensee and its representatives are at all times independent and not the subsidiary or the employee of the Licensor.
2. The PRIME TIME, Inc., PRIME TIME FAMILY READING TIME® and PRIME TIME PRESCHOOL names, trademarks, and logos, and all materials and documentation associated with PRIME TIME, Inc. and implementation of PRIME TIME programs, including all intellectual property rights pertaining thereto, are the sole exclusive property of PRIME TIME, Inc.
3. The Licensee agrees to take all reasonable and necessary action to maintain the high quality of PRIME TIME and to respect the Licensor's valuable rights, including copyrights, trademarks and other intellectual property, rights in PRIME TIME and the PRIME TIME program.
4. The Licensee agrees to maintain a point of contact/lead administrator (or Project Director) for PRIME TIME programming within its jurisdiction.
5. The Licensee agrees that no aspect of PRIME TIME will be used or implemented in any manner except as specifically set forth in training manuals and training sessions without the express written consent of the Licensor.
6. The Licensee shall not publish or submit for publication anything pertaining to PRIME TIME unless same has first been submitted to the Licensor for approval and unless the Licensor approves of such publication in writing;
7. The Licensor agrees to provide access to licensed material and services as outlined in the attached Affiliate License Options document and as requested by the Licensee per the designations below.
8. Per the designations below, the Licensor agrees to submit an invoice within 5 business days of receiving signed agreement.
9. Per the invoice submitted by the Licensor, the Licensee agrees to remit full payment within 14 business days of receipt.
10. The Licensee agrees to apply PRIME TIME intellectual property to the implementation of the number of PRIME TIME programs designated below only.
11. The Licensee understands that application of PRIME TIME intellectual property to the implementation of additional programs will result in the creation of an addendum to this agreement and corresponding invoice by the Licensor.
12. Per the agreement addendum and invoice submitted by the Licensor, the Licensee agrees to remit full payment for additional programs within 14 business days of receipt.
13. The Licensee agrees to submit a complete an Affiliate Program Data Form for each planned program designated below in accordance with deadlines set by the Licensor.
14. The Licensee agrees to communicate changes in information submitted on Affiliate Program Data Forms to the Licensee.
15. The Licensee shall indemnify and hold the Licensor harmless from any and all claims made by third parties arising out of acts of omissions of the Licensee.

Agreement Type	Coverage	Period	Agreement Deadline	Program Data Form Deadline
One-Year	Programming and In-person Training	One Calendar Year (Spring/Fall)	December 1st	December 1st
Six-month/Spring	Programming and In-person Training	Six Months (January - June)	December 1st	December 1st
Six-month/Fall	Programming and In-person Training	Six Months (July - December)	June 1st	June 1st

Agreement Year: _____
 Agreement Type: 6-Month 12-Month
Training Type: None Level 1 Level 2 Level 3
of Planned Programs: _____
 # of Planned Trainees: _____
 Est. Level 2 or 3 Training Date: _____

Licensee Organization Name _____

Licensee Organization Point of Contact (PRIME TIME Project Director) Signature _____ Date _____

Licensee Organization Authorizing Representative (Executive Director, Superintendent, etc.) Signature _____ Date _____