



## ***Nurture Me, Watch Me Grow***

*To nurture is to promote the growth and development of all one's positive traits, qualities, and characteristics.*

*To nurture is to respect and care for yourself, for others, and for your environment.*

*To nurture is to view the world and all the people, animals, and things in it as having value and worth.*

*To nurture is to believe with all of one's heart in the inherent goodness of life.*

Dear Colleague,

The word, nurturance comes from the Latin word, "nutrier," meaning, to nurse and nourish. Nurturing is the quintessential act of parenting. Without nurturing, hatred, prejudice, war and abuse will flourish.

The Family Nurturing Centers™ (FNC) are dedicated to the goal of making the world a better place through nurturing. While the goal is simple enough, the process of teaching nurturing in a world that at times seems bent on destruction is not easy. A strong conviction and a close adherence to the philosophy of nourishing individual and collective growth has to be unwavering.

My goal is to establish Family Nurturing Centers worldwide. I am pleased you have interest in applying for membership. Read the enclosed documents thoroughly, weigh the issues, and then carefully make your decision. If you have any questions, please call or write me for clarification.

Sincerely,

Stephen J. Bavolek, Ph.D., Executive Director,  
Family Nurturing Centers, Int.™

enclosures

# Family Nurturing Center, Int.™

## Trademark License Application



### 1. Applicant Information

\_\_\_\_\_  
Name (Applicant) Agency

\_\_\_\_\_  
Address

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

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

Nationally Recognized Nurturing Parenting Program Trainer/Consultant on staff: \_\_\_\_\_

### 2. Geographic Territory

Please indicate the geographic market in which you plan to use the licensed trademark (city, county, or state):

\_\_\_\_\_

### 3. Agency Name

If approved, your agency would be referred to as:

The Family Nurturing Center of \_\_\_\_\_™.

### 4. References

Below, please list three references that can provide support for this application (or attach):

Name	Agency	Address (street, city, state, zip)	Phone & Email
1.			
2.			
3.			

**5. Vision**

Please attach a brief statement of intent, outlining your plans for becoming a Family Nurturing Center. Include your philosophy, hopes, visions, and plans for your community. If you are applying as an agency, enclose information about your agency; including history, mission, goals, annual report, and staff.

**6. Facilitation of Nurturing Programs**

Please attach a brief listing of your experiences facilitating the Nurturing Programs. Include types of programs and approximate groups facilitated.

**7. Trainings, Workshops, Conference Presentations**

Please attach a list detailing your experiences conducting Nurturing Program trainings, workshops, and conference presentations.

**8. Resume**

Please enclose a resume detailing the educational history, degrees, and professional experiences of the key people making the application.

The Family Nurturing Center  
Attn: J. Dellinger  
318 – 57<sup>th</sup> Street #106  
Kenosha, WI 53140

Phone: (262) 652-6501  
fnc@nurturingparenting.com

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Family Nurturing Center Int.™ Procedures for Licensure

### General Information

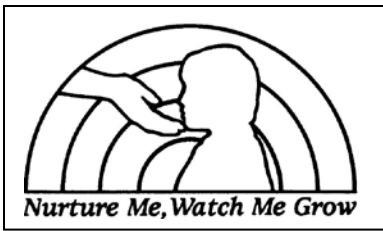
1. Family Nurturing Centers Int.™ is a registered name approved and filed with the government trademark office in Washington, D.C. No agency or individual can use the name without a formal licensed agreement with the Family Nurturing Center parent corporation.
2. Being licensed as a Family Nurturing Center™ (FNC) means that an agreement is signed permitting an agency to use the name and logo *Family Nurturing Center, Nurture Me Watch Me Grow* and, in turn, the agency agrees to adhere to the Licensed Services Obligations and conditions set forth in the Trademark License Agreement (see enclosed).
3. Each FNC is independently owned and operated with their own Board of Directors, accounting procedures, and agency staff. The agreement maintains an autonomous affiliation with the home office and membership with other FNC's nationally and internationally.
4. The Family Nurturing Center™ is a private, non-profit organization and affiliates must be incorporated in their state as a 501C-3, private, non-profit agency.
5. Each licensee shall pay a **One-Time Licensing Fee of Five Hundred Dollars (\$500)** and an **Annual fee of One Hundred Dollars (\$100)** to the National office. Although the annual fee of \$100 may be used at the sole discretion of the National Office, membership dollars are earmarked to sponsor a national conference and to advertise FNC's through brochures and web sites.
6. To be considered a Family Nurturing Center™, the enclosed application needs to be completed along with accompanying requested material. Upon receipt of a completed application, you will receive notification of acceptance or denial. **Please Note: A Family Nurturing Center is required to have a Nationally Recognized Nurturing Parenting Program Trainer/Consultant on staff before applying for licensing.**
7. Finally, upon acceptance, an applicant needs to sign and honor the stipulations set forth in the Trademark License Agreement. A preview copy is enclosed for your review only. Upon acceptance of the application, a formal agreement would be sent for signatures.

### Benefits of Membership

1. Affiliation with other proactive, prevention-focused professionals working jointly to teach nurturing skills and prevent family dysfunction.
2. Support from sister agencies, cooperative agency-wide working agreements, sharing resources, development of common advertising materials, get togethers at annual board meetings/retreats, and, joint ventures in training workshops and conferences.
3. Cooperative ventures in seeking national funding for program costs, research and development, and validation of materials. Agency discount of materials developed by other Family Nurturing Centers and distributed by Family Development Resources, Inc.

### Steps to Follow

1. Complete the enclosed application in its entirety. If your application is accepted, file with your state as 501C3, private, non-profit using the name Family Nurturing Center of \_\_\_\_\_.
2. Upon filing, The Family Nurturing Center™ has By-Laws, Articles of Incorporation, and Minutes of Organizational Meetings of the Governing Board already developed if you need these forms.
3. Once your application has been filed and approved by your state, you will be sent a Trademark License Agreement for signature. Upon receipt of a signed agreement, status as a Family Nurturing Center™ begins.
4. The signed Trademark License Agreement must contain the fees payable to the *Family Nurturing Center, Attn: J Dellinger, 318 – 57<sup>th</sup> Street #106, Kenosha, WI 53140.*
5. If you have questions, please email [fnc@nurturingparenting.com](mailto:fnc@nurturingparenting.com).



## Family Nurturing Center™ Trademark License Agreement

This Agreement, made as of the \_\_\_\_\_ th day of \_\_\_\_\_, 2018, between the FAMILY NURTURING CENTER, INT.™, a private, non-profit organization having a place of business at 3070 Rasmussen Road, Suite 230, Park City, Utah, (hereinafter referred to as "Licensor"), and \_\_\_\_\_, a corporation having a principal place of business at \_\_\_\_\_ (hereinafter referred to as "Licensee").

WHEREAS, Licensor is the owner of the trademarks FAMILY NURTURING CENTER™, NURTURE ME AND WATCH ME GROW™, (Licensed Trademarks"); and

WHEREAS, Licensee desires to use the Licensed Trademarks in connection with providing the Licensed Services ("Licensed Services") upon the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, it is agreed between the parties as follows:

### 1. Licensed Services

The Services comprising the Licensed Services within this Agreement are as follows:

- Parenting Education Programs
- Child Abuse and Neglect Treatment and Prevention Programs
- Support Groups
- Public Education Strategies
- Training Seminars/Workshops/Conferences
- Preschool Program (optional)
- Family and Individual Treatment Programs
- Other Programs and Strategies Designed to Treat/Prevent Family Dysfunction.

### 2. Licensed Market

The geographical area comprising the Licensed Market and within which Licensee is authorized to use the Licensed Trademarks and Licensed Services is as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

Licensee is not authorized to use the Licensed Trademarks and Licensed Services outside the Licensed Market without prior written approval of the Licensor.

### 3. Grant of Rights

- a. Licensor hereby grants to Licensee the exclusive license to use the Licensed Trademarks solely in the Licensed Market within the United States and only on and in connection with the Licensed Services; and for this purpose to use and/or affix the Licensed Trademarks to or on advertising and promotional materials sold, used or distributed in connection with the Licensed Services in the Licensed Market. Except as otherwise may be approved by Licensor, Licensee hereby agrees to limit its use of the Licensed Trademarks to the Licensed Services in the Licensed Market, all in accordance with the programs, policies, and other quality standards established or approved by Licensor for the Licensed Services in connection with which the Licensed Trademarks are used.
- b. During the term of this Trademark License Agreement, Licensor shall not license others to use the Licensed Trademarks on the Licensed Services in the Licensed Market; but otherwise has the unrestricted right of use with respect to its registered trademarks.
- c. Licensor may establish a National Advisory Board composed of the Licensor's designee and Executive Directors of up to 8 Licensee agencies or their respective designees. Upon the request of the Licensor, the National Advisory Board shall advise Licensor on matters pertaining to the providing of Licensee services, as well as the development of brochures, literature and/or other materials that may be used and distributed by Licensees on a nationwide basis.

### 4. Licensee Obligations

- a. In order that Licensor may be assured that the provisions of this Agreement are being observed, Licensee agrees that it shall, upon the request of Licensor, submit to Licensor representative programs and materials used in connection with the Licensed Services for the purpose of inspecting the Licensed Trademarks and Licensed Services and the manner in which they are used.
- b. Standards presently in effect at the time of execution of this Agreement include the following, which may be amended from time to time by Licensor:
  - 1) Licensee or any of its employees shall not engage in or be charged with any criminal activity.
  - 2) Licensee shall establish policies and practices which do not condone the discrimination of people based upon race, creed, sex or sexual preference regarding hiring or services delivered.
  - 3) Licensee shall offer programs designed to enhance and build individuals, families and communities using approaches that are constructive in nature.
  - 4) Licensee shall successfully promote and implement the Nurturing Parenting Programs®.
  - 5) Licensee must maintain a Nationally Recognized Nurturing Parenting Program Trainer/Consultant on staff at all time or have contracted with said person to provide training and consulting services as indicated in the obligations.
  - 6) Licensee shall establish and maintain a policy-making Board of Directors.
  - 7) Licensee Board of Directors shall be representative of the community's lay, professional, ethnic and racial diversity.
  - 8) Licensee shall publish an annual report which represents a synopsis of programs offered and Licensee accomplishments.

- 9) Licensee shall submit copies to the Licensor of all printed media used to advertise Licensee, Licensee staff, materials for sales, trainings/workshops, and services.
  - 10) Licensee shall conduct on-going evaluations to determine quality and worth of services and training programs.
  - 11) Licensee shall submit to the Licensor a yearly survey outlining their activities pertaining to the facilitation, training, and promotion of the Nurturing Parenting Programs®.
- c. In the event that the quality standards hereinabove referred to are not met, or in the event that said quality standards are not maintained throughout the period of use of any Licensed Services and Licensed Trademarks hereunder, then, upon written notice from Licensor, Licensee shall immediately discontinue the use of such Licensed Services and Licensed Trademarks that do not meet the said quality standards; and shall not resume use until said quality standards are met and maintained.
- d. It is understood that Licensee may continue to provide services in addition to the foregoing Licensed Services. Such other services are not subject to the terms of this agreement.
5. Marketing
- Licensee agrees that the Licensed Trademarks shall be displayed and/or used only in the form and manner specified or otherwise agreed to by Licensor. Licensee also agrees that wherever practical, it shall cause to appear on all materials on and in connection with which the Licensed Trademark is used, such legends, markings and notices as Licensor may reasonably request in order to give appropriate notice of any trademark, trade name or other rights herein.
6. Benefit of Use
- All rights in the Licensed Trademarks other than those specifically granted herein are reserved to Licensor for its own use and benefit. Licensee acknowledges that it shall not acquire any rights of whatsoever nature in the Licensed Trademarks as a result of Licensee's use thereof, and that use of the Licensed Trademarks by Licensee shall inure to the benefit of Licensor.
7. Royalty
- a. In consideration for the licensee granted pursuant to paragraph 1 hereof, Licensee shall pay to Licensor a **one-time licensing fee of Five Hundred (\$500.00) Dollars** and a paid-up annual royalty fee of **One Hundred (\$100.00) Dollars**, due each June during the Annual Renewal Process of Family Nurturing Centers and Nationally Recognized Nurturing Parenting Program Trainer/Consultants.
  - b. The paid-up royalty fee and the one-time licensing fee payable by Licensee to Licensor pursuant to this Paragraph shall be payable upon execution of this Trademark License Agreement, and shall be payable annually during the term of this Trademark License Agreement on the anniversary date of the execution of this Agreement.
8. Protection of Trademark
- a. Licensee agrees to cooperate with Licensor, at Licensor's expense, in the defense of the Licensed Trademarks, including the prevention of the use thereof by any unauthorized person, firm, or corporation. In the event that any

claim or problem arises with respect to the protection of the Licensed Trademarks, Licensee shall promptly advise Licensor in writing of the nature and extent of same. Licensor may, in its discretion, elect to proceed with legal action; and, in that event, Licensor shall proceed with counsel of its own choice at Licensor's own expense.

- b. Licensee agrees to notify Licensor promptly, in writing, of any adverse use of a trademark or other description identical to or confusingly similar to the Licensed Trademarks of which Licensee is or becomes aware.
- c. Licensee agrees that it shall at no time use or authorize the use of any trademark, trade name or other designation identical with or confusingly or colorably similar to the Licensed Trademarks.

9. Duration of License

- a. Unless otherwise terminated or extended as hereinafter set forth, this Agreement shall continue for a period of two (2) years commencing with the execution of this License Agreement; but may be renewed to subsequent two (2) year periods upon mutual agreement of the parties hereto. In the event that Licensor does not intend to renew this License Agreement at the event of any such two (2) year period, Licensor shall give Licensee at least ninety (90) days' notice of that intent not to renew.
- b. In the event that Licenses shall commit any material breach of its obligations under any provisions of this Trademark License Agreement and shall not rectify such breach within thirty (30) days after being notified in writing by Licensor that it has committed such a breach, Licensor shall, at its sole discretion, have the right to terminate this Trademark License Agreement by notifying the Licensee in writing of its intent to terminate the license granted hereunder..
- c. In the event Licensee files a voluntary petition in bankruptcy, or there is an adjudication that Licensee is a bankrupt or insolvent, or Licensee files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, this Trademark License Agreement shall be terminated immediately.
- d. In the event there is an appointment of any trustee, receiver or liquidator of Licensee, this Trademark License Agreement shall be terminated immediately.
- e. Any termination of this Trademark License Agreement shall be without prejudice of the right of either party to recover any sums due at the time of such termination, or to any cause of action or claim accrued.

10. Termination

Upon the termination of this Trademark License Agreement, Licensee shall cease any further use of the Licensed Trademarks. Licensee shall have a period of three (3) months after the date of termination of this Trademark License Agreement to dispose of any material bearing the Licensed Trademarks.



11. Assignment

The license herein granted is personal to Licensee and may not be assigned, transferred, sub-licensed, pledged, mortgaged or otherwise encumbered by Licensee in whole or in part without Licensor's written consent.

12. Notices

All notices hereunder given by the parties hereto shall be in writing and shall be given by addressing them as indicated below and either by depositing them airmail, postage prepaid, certified mail, in the appropriate governmental mail system, and if so mailed, shall be conclusively deemed to have been given seventy-two (72) hours after the date of mailing. The addresses of the parties, until further written notice to the contrary, are:

"Licensor":           Family Nurturing Centers, Int.™  
3070 Rasmussen Road, Suite 230  
Park City, UT 84098

COPY TO:

K.S. Cornaby, Esq.  
Jones, Waldo, Holbrook & McDonough  
1500 First Interstate Plaza  
170 South Main Street  
Salt Lake City, UT 84101

"Licensee":           \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. Integration and Waiver

This Trademark License Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof; this Trademark License Agreement shall supersede all previous negotiations, commitments and writings; it shall not be modified or altered in any way except by an instrument in writing executed by the parties hereto; the failure of any party hereto to enforce at any time the provisions of this Trademark License Agreement shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Trademark License Agreement, or any part hereof, or the right of any party to thereafter enforce each and every provision. No waiver of any breach of this Trademark License Agreement shall be held to be a waiver of any other subsequent breach. All remedies afforded in this Trademark License Agreement shall be taken and construed as cumulative, namely, in addition to every other remedy provided herein by law.

14. Legal Controversies and Costs

a. In the event it shall become necessary for either party to commence any legal proceedings to enforce any of the terms of this Trademark License Agreement or for damages for the breach thereof, it is mutually agreed that a proper forum shall be that forum within which the respective parties are properly subject to the jurisdiction of the court.

- b. In the event either party hereto shall institute legal action with respect to this Trademark License Agreement, the prevailing party shall be entitled to its costs of suit, including such reasonable attorneys' fees as are allowed by the court having jurisdiction over the matter.

15. Counterparts

Counterparts of this Trademark License Agreement may be executed for the convenience of the parties and each counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Trademark License Agreement is entered into as of the date and year first above written.

"Licensor": FAMILY NURTURING CENTERS, INT.™

By: \_\_\_\_\_  
Stephen J. Bavolek, Ph.D.  
Executive Director, Family Nurturing Centers, Int.™

"Licensee": \_\_\_\_\_

By: \_\_\_\_\_

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