



FACILITATOR AGREEMENT

Program: _____ **Certification Date:** _____

Name: _____ (“Facilitator”)

Address: _____

Telephone: _____ **Business/Cell Phone:** _____

Facsimile: _____ **Email:** _____

Company Affiliation (if any): _____ **If none (check)** _____

Status: **Non Profit** **For Profit** **Independent Consultant**

Seminars. The above individual has been trained on the above identified True Colors Program and is certified as a Facilitator of the Program. Subject to the terms and conditions outlined herein, Facilitator is licensed to deliver seminars of the Program (“Seminars”), provided that such Seminars are in keeping with the philosophy of the Program and maintain the standards and policies of True Colors as may be established from time to time. All Seminars are subject to certain fees and costs as provided on the True Colors Fee Schedule. All Seminars must utilize designated True Colors materials for each Seminar participant. A copy of the current Fee Schedule is attached, which may be changed from time to time by True Colors.

Maintaining Certification. To maintain certification, Facilitator agrees to keep updated on the True Colors Program (upon such standards as may be outlined by True Colors from time to time), deliver two seminars per year, and to pay any licensing fees as attached. In addition, as long as Facilitator is giving Seminars, Facilitator agrees to provide True Colors with updated personal contact information.

Status. Facilitators may be internal to an organization or company, an independent consultant, or a train-the-trainer. See attached Standards.

Proprietary Information. Facilitator acknowledges and understands that the trademark “True Colors” and the trademark of the flower design are the property of True Colors and may not be used without the permission of True Colors. In addition, unless authorized or properly licensed by True Colors, Facilitator agrees not to use different colors, four character cards or the four True Colors characters to represent differences in personality temperament, as they are copyrighted and proprietary to True Colors. The materials provided in connection with the Program are the property of True Colors and have been provided for the exclusive use by Facilitator during the Program training. Any unauthorized use or copying of the materials, including use in a Seminar or the creation of derivative works, is strictly prohibited.

Attorneys' Fees/Remedies/Law. In the event of any controversy or dispute arising out of this Agreement, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties, reasonable expenses, including, without limitation, attorneys' fees and costs actually incurred. Facilitator agrees that in the event of a breach of the trademark, copyright or proprietary information provisions herein, that damages will not provide a sufficient remedy to True Colors and that True Colors will have the right, in addition to any other right or remedy available, to seek injunctive or other equitable relief. The breach of this Agreement by Facilitator may also result in immediate termination of Facilitator's certification. This Agreement shall be construed in accordance with and all disputes shall be governed by the internal laws of the State of California.

I hereby agree to be bound by the above terms and conditions.

_____ Dated: _____
Facilitator

Approved by True Colors

By: _____ Dated: _____
Trainer

By: _____ Dated: _____
Corporate Representative

TRUE COLORS
3605 W. MacArthur Blvd., Suite 702
Santa Ana, CA 92704
Telephone: (800) 422-4686
Facsimile: (866) 374-8958
www.true-colors.com
Email: _____