

Terms and Conditions for *Laurie Berkner's The Music in Me* Online Teacher Training Program

Licensing

1. I understand that in order to teach *Laurie Berkner's The Music in Me* classes, I must be a Licensed *Laurie Berkner's The Music in Me* teacher. I understand that taking this training does not guarantee Licensing.
2. I understand that at this time, this program is intended for people with both singing and guitar-playing experience, and that the song videos and companion chord and lyric sheets are directed towards guitar players.
3. I understand that in order to get Licensed, I must pass a final exam, which includes sending in a video of myself teaching a class with children and their caregivers as well as submitting an essay. I understand that I am responsible for setting up the class and recording myself.
4. I understand that if I do not pass, I can retake the final exam up to 3 times within one year of enrollment in *Laurie Berkner's The Music in Me* Online Teacher Training Program.
5. I understand that once Licensed, I am responsible for learning and mastering new material for each *Laurie Berkner's The Music in Me* session (semester) and age group (Goldfish and Dinosaurs), including new songs, hand motions, directions, etc. I understand that this material will be available on *Laurie Berkner's The Music in Me* website.
6. I understand that once I am Licensed, Two Tomatoes Records has the right to check in with me periodically to ensure I am meeting Licensing standards. I understand that if I am not meeting standards, Two Tomatoes Records has the right to revoke my Licensing and provide me with feedback for how to meet Licensing standards.
7. I represent that I have no criminal record and that I have not been arrested or convicted of any violent crime or any other offense which might disqualify me for my work as a teacher of small children including any offence relating to the abuse or violation of the safety and well being of a child. I understand that any prior or subsequent offense of these types will disqualify me as a Licensed teacher.
8. I understand that Two Tomatoes Records is not responsible or otherwise liable for any of my actions or activities in connection with music classes which include the music of Laurie Berkner or otherwise and that I remain at all times independent and in no way affiliated with nor am I an employee of Two Tomatoes Records. While Two Tomatoes Records does not exercise any control over the location or scheduling of my classes, I agree that all classes shall be held in facilities which are safe and meet all local code requirements for the purposes for which I am using the space. I understand that it is highly suggested that I maintain liability insurance for any claims relating to my classes or any injuries to any child or adult in attendance at one of my classes.

Fees

1. I understand that once Licensed, I must pay a Licensing fee of 15% of the gross income from each *Laurie Berkner's The Music in Me* class that I teach to Two Tomatoes Records. For example, if my class has 5 students and I charge \$25/child per 45-minute class for a 16 week semester, with a total income of

- \$2,000 per session, I must pay \$300 (15% of \$2000) to Two Tomatoes Records for the entire session, and I am free to keep \$1700. I understand that payment must be sent within the first week of my class unless otherwise arranged with Two Tomatoes Records.
2. I understand that any promotional materials distributed by me (posters, postcards, signage etc.) and any agreements with parents or guardians of students relating to *Laurie Berkner's The Music In Me* classes shall include the following statement: "*I am an authorized licensee of Two Tomatoes Records which administers the rights to Laurie Berkner's Music In Me. I am not otherwise affiliated with or acting on behalf of or as an employee of Two Tomatoes Records or Laurie Berkner*". Two Tomatoes shall have the right to request copies of promotional materials and any agreements to confirm compliance with this requirement.
 3. I understand that if I decide to run a class using Laurie Berkner/Laurie Berkner Band music that is NOT branded as a *Laurie Berkner's The Music in Me* class, I must pay a music licensing fee of \$99/year for use of Laurie Berkner music. This fee does not include use of the Laurie Berkner/Laurie Berkner Band name, logo, or likeness for use in marketing or promotion. Failure to pay this licensing fee will render any performance of Laurie Berkner's music in my classes copyright infringement which may result in legal action for significant copyright damages.

Responsibilities of Licensed Teachers

1. I understand that I am responsible for providing and maintaining clean, safe, age-appropriate props for my classes (which may include, but are not limited to: egg shakers, toy animals, scarves, tambourines, rhythm sticks, etc)
2. I understand that I am responsible for providing a safe, clean, and appropriate location for the Class that meets all current state and local rules and ordinances for safety and capacity for the Class.
3. I understand that I am responsible for all aspects of marketing, solicitation and registering participants for the Class, including collecting all fees and keeping accurate records of the classes' dates and times.
4. I understand that I am responsible for reporting my class information to Two Tomatoes Records via TheMusicinMe.com website Teacher Portal at the beginning of each session (semester).

What Two Tomatoes Records/Laurie Berkner's The Music in Me Provides:

1. Use of the "*Laurie Berkner's The Music in Me*" name and branding tools, including logo, marketing language, approved photos of Laurie Berkner, and graphics for marketing.
2. 85+ song videos and companion chords and lyrics sheets to learn the program's songs on the guitar.
3. MP3 versions of recorded Laurie Berkner songs used in the program, both for teacher's use and to distribute to class participants.
4. Training videos and companion teacher training manual to learn the program philosophy, class structure, tips and tricks, and important information about how to teach the class.
5. An administrative manual with information on launching classes, marketing, maintaining safety, and more.

6. Support from *Laurie Berkner's The Music in Me* team.
7. Set lists for running a full year of classes for both the Goldfish and Dinosaur age groups. Set lists for additional years will be provided upon request, as needed.
8. Links for where to purchase appropriate props, and discounts when possible.
9. Marketing support, including listings of my current classes on The Music in Me website and Facebook page, inclusion in the Teachers section, and more.
10. Access to the *Laurie Berkner's The Music in Me* Teacher Portal.