



Congratulations!

■ Enclosed is the information you inquired about. You are embarking upon a very exciting and rewarding industry . . . one which over 23 million Americans now enjoy (statistics from the U.S. Labor Department): the home-based business industry. There are hundreds, even thousands, of home-based business opportunities available. Pitterpats is in a class all by itself!

I'm Cyndi Chambers, founder and owner of Pitterpats® in Nipomo, California. I am a stay-at-home mom with two precious children and a wonderful husband. My career background is in marketing and graphic design, and I've received several awards in both. While my career was important to me, after the birth of our first child in 1991 I wanted more than ever to stay at home with her. Within that same year, Pitterpats® was born as well! There is so much to share with you about the Pitterpats® business, but right off the bat I need to tell you this: Pitterpats is such a *joy!* I am very excited about sharing my business with you because I believe in helping you be a stay-at-home mom while making an income, too!

With all the blessings that come from having a home-based business, my heart truly goes out to families who wish for the same. For a short time, I considered making Pitterpats® a franchise. After consulting with my attorney, my pastor, and my family, the answer was clear to me. A franchise may not give the average family an opportunity to purchase the business, with all the franchise fees, etc., that are required. The buyer of Pitterpats® has the unique liberty to build her business without *any* franchise fees. I also give you non-exclusive rights to use my registered trademark. That's great news!

What I know is this: What I have to share with you *is* successful for me and has been a gift to me from the Lord. I am happy to offer it to people like you! God bless you in your decision-making. I am praying for you!



SWEET CERAMIC IMPRESSIONS

Here's what you can expect to receive with the purchase of your Pitterpats® business:

■ **BUSINESS STARTUPS AND INVENTORY PROCEDURES.** Pitterpats® can work with low overhead while maintaining a high profit margin. There are necessary tools needed to start your business, as well as having access to the use of a kiln. You can actually start your business without purchasing a kiln right away. I'll share with you several ways to do that. I will teach you the complete step-by-step procedure for the precious Pitterpats® impressions. This process will be "hands-on," so you will be doing the work in all the different steps, through to completion. Aside from the purchase of your kiln, you will receive everything needed to start your Pitterpats® business right away, including over 150 lbs. of clay, supplies and materials.

■ **TRADEMARK DESIGN & PACKAGING.** This portion of the training will be presented to you in conjunction with the Marketing Plan on the second day of training. The Pitterpats® name and logo design are indeed a great advantage for you! You will be given a non-exclusive right to use the Pitterpats® trademark, which is registered with the Patent and Trademark Office. Included in this package will be the professional logo artwork and name design, business card, letterhead, product information card, gift certificates, 2-part receipts, store/hospital flyers and customer postcards. Numerous acrylic holders, product bags, printed labels, and much more will be given to you at this time.

■ **MARKETING PLAN.** This marketing plan really gets me excited! I developed this plan along with the business in 1991, and it has proven to be the success of the business. My customer list continues to grow daily, as does my income. My educational background as well as eight years with a major advertising agency in Santa Barbara, California, allows me to give you the very best marketing strategy for your Pitterpats® business without spending very much money, or, in some cases, any money at all. In fact, some of the very best advertising "investments" I've made have been free of charge. My Pitterpats® business continues to grow, receiving recognition from all over the United States. With this easy-to-follow marketing plan, your Pitterpats® business is sure to get off to a great start. Just don't be surprised if the phone starts ringing off the hook!



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Pitterpats® Home-Based Business Contract and Agreement: Single Location License

THIS AGREEMENT is made as of _____ between Pitterpats®, a California business with a registered trademark, having an office at 960 Primavera Lane, Nipomo, California 93444 ("Pitterpats"), and _____.

1. The Pitterpats Business System: Pitterpats has developed a system to assist entrepreneurs in creating a home-based business as well as a marketing plan for the sale of children's impressions in clay. The Pitterpats Business System is intended to allow the entrepreneur to conduct a successful business based in his or her own residence. The Pitterpats Business System includes the following:

(a) Business Startups and Inventory Procedures. There are necessary tools needed to start your business, as well as having access to a kiln. As agreed upon, during the three-day training scheduled for _____, I will teach you the complete step-by-step procedure for the Pitterpats impressions. This process will be "hands-on."

(b) Packaging Theme. This folder will be given to you during training. It will contain the Pitterpats logo and artwork pieces including business card, product flyer, hospital flyer, 2-part receipts, customer postcard, gift certificates. The Pitterpats name and logo are both registered trademarks with the Patent and Trademark Office and must always carry the registration mark in all advertising or business printing of any kind.

(c) Marketing Plan. This consistent, creative, purposeful and targeted plan is what you will need to be a true success in your Pitterpats business. This marketing plan will be given to you in both verbal and print form.

2. Transfer and Use of the Business System. Pitterpats grants to Purchaser a personal and non-exclusive right to use the Pitterpats Business System and other information and rights specified in Section 1 above, solely for the purpose of establishing and operating a children's impression business owned by the Purchaser. The Purchaser acknowledges that all information provided by Pitterpats under this Agreement constitutes trade secrets, and Purchaser agrees not to disclose such information to anyone. The use of such information and



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trade secrets shall be restricted to the operation of the Purchaser's children's impression business. Purchaser is buying a non-exclusive license which shall be valid for twenty years. However, Pitterpats reserves the right, at the sole discretion of Cyndi Chambers, her heirs or her agent, to allow the Pitterpats trademark to expire without renewing it. The trademark is currently valid through August 2018.

3. Duties of Purchaser. The Purchaser agrees that it shall hold all of the information and trade secrets contained in the Business System in confidence, and shall not make any disclosure of any such information to anyone, except to employees of the Purchaser who have a need to know. The Purchaser further agrees to notify each person to whom any disclosure is made that such disclosure is made in confidence and shall be kept in confidence by such person. In addition, the Purchaser agrees not to make copies of any items contained in the Pitterpats Business System. The Purchaser acknowledges responsibility granted by this Agreement to use the registration mark for Pitterpats in all advertising or business printed pieces of any kind. Purchaser agrees to protect the trademark from any unlicensed users. Purchaser will notify Pitterpats of any unlicensed user of the trademark. Purchaser's Certificate of Ownership is issued to purchaser at his or her address set forth in this agreement. The Certificate of Ownership shall be suspended automatically if purchaser moves the business to a new address without notifying Pitterpats in writing.

4. Proprietorship. The Purchaser shall be a sole proprietor. In the case of a partnership, only one person will be named with the Certificate of Ownership. In the event that the partnership dissolves, named Purchaser will remain owner. One purchase, one Pitterpats®.

5. No Representations by Pitterpats. The Purchaser acknowledges that Pitterpats has not represented to the Purchaser that a minimum or guaranteed income from the operation of a children's impression business can be expected. The Purchaser clearly understands that while Pitterpats will provide the Purchaser with the fundamental knowledge necessary to operate such a business, Purchaser cannot expect success unless her or his best personal efforts are devoted to the business and unless good business judgment is exercised with customers and business relationships. In



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any event, success cannot be guaranteed.

6. Covenant to Not Compete. Pitterpats has exclusive rights to San Luis Obispo County in California as well as neighboring cities including Santa Maria and Lompoc, California.

7. Post-Training Relationship. Purchaser agrees that following the training, any questions can be answered via e-mail or conference call within a reasonable time. Within 6 months of purchase, Purchaser agrees to send a photo with testimony for the Pitterpats® Corporate website.

8. Responsibility of Kiln. Pitterpats is not responsible for selection, testing, training or purchase and maintenance of the kiln. The demonstrations using the Nipomo Kiln firing process is solely for the purpose of illustrating a successful Pitterpats firing. The makes and models of kilns vary, each with its own operations manual. It is the sole responsibility of the Purchaser to decide on and purchase a kiln for his or her Pitterpats business.

9. Training Session Dates. Pitterpats® 3-day training sessions are held in Nipomo, California. We are located between Santa Barbara and San Luis Obispo Counties on the Central Coast. The nearest airports are Santa Maria and San Luis Obispo. There are several hotel accommodations in Nipomo, within 3 miles of our home. Training sessions are offered in the months of February, April, July, September and November, at the discretion of Pitterpats®. Trainings are always held the last Friday through Sunday of the month.

10. Nonrefundable Fee. Purchaser shall pay Pitterpats the sum of Twelve Thousand Dollars (\$12,000.00) in consideration for a three-day training session to begin on _____ and end on _____. The hours for training will be 9:00 a.m. to 2:00 p.m. on Friday, 10:00 a.m. to 1:00 p.m. on Saturday, and 11:00 a.m. to 1:00 p.m. on Sunday.



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IN WITNESS WHEREOF, each of the parties has executed this Agreement on the date opposite their signatures below.

DATE: _____ PITTERPATS®

BY: _____

Cyndi Chambers,
Founder and President
960 Primavera Lane
Nipomo, California 93444
(805) 929-1303

DATE: _____ PURCHASER

NAME: _____

ADDRESS: _____

CITY, STATE *and* ZIP CODE: _____

COUNTY: _____

PHONE NUMBER: _____ E-MAIL: _____

PAID IN FULL: AMOUNT \$ _____

Cash Check Money Order Cashier Check