



Wings of Change Publications

Customization Agreement

The Purchasing Organization agrees to the following:

Purchasing Organization acknowledges that Wings of Change Publications, LLC is the sole and exclusive owner of their published educational materials and of all associated federal registrations and pending registrations. Purchasing Organization further agrees that it will not claim ownership rights to the copyrighted purchased educational materials, or any derivative, compilation, sequel or series owned by or used by Wings of Change Publications, LLC. **Initials:** _____

Wings of Change Publications, LLC owns all rights in and to their educational materials and retains all common law copyrights and all federal copyrights which have been, or which may be granted by the Library of Congress. Purchasing Organization agrees to the inclusion of copyright and contact information of Publisher, Wings of Change Publications, LLC, on the inside cover of the publication. **Initials:** _____

Purchasing Organization desires to use *Nature Gave Us Butterflies (Hospice, Standard, or Spanish Editions)*, *The Nature of Grief*, *The Whisper of the Fallen Oak*, *Nature Gave Us Dragonflies*, or the *Tending Grief Newsletter Series* for the purpose of educating patients and families, marketing their offerings and services, and representing the services of the Purchasing Organization. **Initials:** _____

Wings of Change Publications, LLC will customize their copyrighted education materials with the Purchasing Organization's name, logo, and contact information. You will be informed of the graphic design fee on the Information Sheet prior to project initiation. **Initials:** _____

Purchasing Organization agrees that they will not sell the customized educational materials. Customized booklets and other educational materials are intended for distribution to patients/families and other marketing and educational purposes that represents the Purchasing Organization's professionalism and services. **Initials:** _____

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Wings of Change Publications, LLC retains the right to reject cover designs if the design is not thought to represent the professionalism of their company. Wings of Change Publications will work diligently to help you create a customized booklet that favorably represents both the Purchasing Organization and the publisher. **Initials:** _____

Purchasing Organization agrees to allow Wings of Change Publications, LLC to use their company logo on their website and in sample custom publications for marketing purposes in educating future clients about customized products. **Initials:** _____

Wings of Change Publications, LLC will provide you with an electronic proof of your product for your approval. Wings of Change Publications accepts your email with the words "approved" as your signature and permission to print. **Initials:** _____

Wings of Change Publications, LLC personnel will review customization for accuracy, but it is ultimately the responsibility of the customer receiving the proof to review for accuracy and detect mistakes. Due to the nature of custom products, once your proof is approved and printed it is non-refundable and full payment is still due. **Initials:** _____

The Purchasing Organization agrees to pay the 50% deposit, including the graphic design fee, prior to printing. The remaining 50% and shipping costs will be invoiced upon shipment and is due within 30 days. **Once printing begins, custom orders may not be cancelled.** **Initials:** _____

Wings of Change Publications, LLC and Purchasing Organization are independent contractors and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement. **Initials:** _____

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I have read and agree to the above terms:

Purchasing Organization Representative

Date