

**WITHIT Professional Conference: The Evolving Leader**

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**Proposals and Contracts**: Two ends of the same stick. How to write proposals that get you hired, paid and set reasonable expectations; and what should be included in nearly every contract to ensure you maximize the performance of your business partners.

All of this will be focused on the home furnishing’s industry. This roundtable will cover the basics and direct you to more technical information. We will also discuss when you need a lawyer or professional, and serve as a forum for answering specific questions.

**Proposals**

Only 3 Objectives to every proposal

1. Sell yourself and get you hired
2. Define the scope of the project: what’s included in what is not
3. Get you paid and reimbursed

Nearly all my contracts follow the same formula and include the 10 headings below:

1. Background
2. Objectives
3. Scope & Deliverables
4. Nondisclosure
5. Reporting relationship and client responsibility
6. Timing: milestones and target dates
7. Fees and payments
8. Reasons why you should hire me
9. Immediate next steps
10. Document execution

**Contracts**

A contract is a legally binding or valid agreement between two parties. The law will consider a contract to be valid if the agreement contains all the following elements:

1. Offer and acceptance;
2. An intention between the parties to create binding relations;
3. Consideration to be paid for the promise made;
4. Legal capacity of the parties to act;
5. Genuine consent of the parties; and
6. Legality of the agreement.

Not all contracts need to be in writing. Contracts that are required by law to be in writing include contracts to buy and sell land or to buy a motor car and door-to-door sales contracts. However, it is always useful to have the terms agreed between the parties written down and attached to or kept with any other relevant papers; for example, copies of quotations, brochures, pamphlets, etc. that were supplied at the time the contract was entered. Receipts for money paid should always be kept. If a dispute arises, these documents will assist in resolving differences between the parties. A written contract can be drawn up by listing all the terms agreed between the parties and getting each of the parties to sign and date the document at the end.

Below is a list of the articles would be included in a licensing contract.

1. Definitions
   1. Advertising materials
   2. Articles
   3. Contract year
   4. License to mark
   5. Licensee
   6. Licensor
   7. Net sales
   8. Quarterly dates
   9. Royalty sales reports
2. Grant of license
   1. Exclusivity
   2. Limitations
   3. Use of license to mark
   4. Sublicensing
3. Term of license
   1. Initial term
   2. Option to renew
4. Designs and product development
   1. Designs and design approval
5. Manufacturing/quality measurement
6. Distribution
   1. Authorize sale locations
   2. Plan of distribution
   3. MRP/ MAP
7. Advertising
   1. Advertising plan
   2. Ad materials
   3. Reimbursement of costs
   4. Accounting and reporting
8. Royalty payments
   1. Royalties
   2. Minimums
   3. Timing of payments
   4. Late payments
   5. Currency
   6. Accounting and reporting
9. Indemnification
10. Insurance
    1. Policy
    2. Evidence
11. Rights and obligations with respect to trademarks and intangible property
12. Termination
    1. Default/nonuse
    2. Bankruptcy/insolvency
    3. Change of business
    4. Extraordinary circumstances
13. Effect of termination
    1. Reversion of rights
    2. Minimum royalties
    3. Advertising deficits
    4. Inventory
14. Competitive licenses and nondisclosure
15. Relationship of parties
16. Payment of taxes and duties
17. Notices
18. Waiver
19. Complete agreement
20. Divisibility

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