



# The BPW Beacon

## Jupiter Local Organization

**JULY 2009**

Next Meeting – **June 27, 2009**  
**“Identity Theft and How to Protect You and Your Family”**  
Gina Oliver, Relations Specialist - Royal Bank of Canada

### OFFICERS 2009-2010

President – Nicole Payne  
561-693-8631  
1<sup>st</sup> VP – Angela Vagell  
2<sup>nd</sup> VP – Candy Koester  
Rec. Scty – Irene Soltis  
Treas. – Terry Phillips



Meetings are held the 4<sup>th</sup> Monday of each month.

Networking and Sign In: 5:30 PM  
Buffet Dinner & Program: 6:00 – 8:00 P .M.

### Meeting Location:

Mangrove Bay  
U.S. Hwy 1(south of Indiantown Rd)  
Jupiter, FL

Cost: \$23.00 Members  
\$28.00 Guests

**RSVP to Candy Koester, 561-744-6661**



Dues for Active Regular membership are \$124.00 for the first year and \$109.00 to renew. Seniors 65 & over renewal will be \$99. This includes your Membership in the Local and State BPW.



### LETTER FROM THE PRESIDENT



Dear Ladies:

July the month to celebrate Independence Day!! How fortunate we are to live in our great country the United States of America. I hope you enjoyed your celebrations whether it was enjoying a picnic, fireworks, family, and friends. I hope you all had a chance to step back from your busy lives and enjoy time spending time with those close to you. I was trying to come up with something amazing and inspirational for this month being Independence month and all. Simple Pleasures by Day Maker Greeting Books is what I have decided to share with you. My mom sent me this book a long time ago it is very short and sweet but makes you stop to think. It goes like this:

Thinking of you today, and wishing you all the simple pleasure of life and the time in which to enjoy them. Simple things like.....

- |  |                          |
|--|--------------------------|
| fiery sunsets                              | fleecy clouds            |
| wind rustling through the trees            | the scent of rain        |
| cool ocean breezes                         | rainbows                 |
| early morning solitude                     | fruit from your own tree |
| conversation with a good friend            | a Sunday afternoon nap   |
| fresh-brewed coffee                        | a star-studded sky       |
| iced-tea in summer                         | butterflies on the wing  |
| the unconditional love of a dog (or a cat) |                          |
| bubble baths                               | fireworks                |
| marching bands                             | sunshine after a storm   |

These were a few of my favorites. I like to take that book and sit on the balcony and read back through it. It means a lot to me because it is from my mom who lives in Oklahoma and also because when I read it I can't help but pause and think of memories as I read the simple pleasures. I encourage all of you to relax and remember the simple pleasures in your lives as well. Life is what you make of it and I wish us all to make the best and most of it.

Sincerely,

Nicole Payne, President  
BPW/Jupiter  
**Building Powerful Women**

Jupiter Business & Professional Women's Club  
Monthly Meeting Minutes  
Mangrove Bay  
June 22, 2009

The meeting was called to order at 6:00 pm by President Nicole Payne. The Collect and Pledge of Allegiance were recited. Nicole welcomed everyone and asked First Vice President and Programs Chair Angela Vagell to announce how our introductions should be made. Angela explained the icebreaker would be "each member and guest has a penny taped to a chocolate bar tell what happened to you on the year of the penny".

Lynne Spears introduced the Scholarship winners for 2009-2010: Maria Mazzone (over 32 winner) and Emily Cassulo (under 32 winner).

Candy Koester introduced the 2009-2010 New Members: Brenda Ammon, Rebecca Barnes, Emily Cassulo (scholarship recipient), April Hicks, Maria Mazzone (scholarship recipient), and Michelle Smith. All six were inducted.

Patricia Persante gave the Report on Awards for BPW Jupiter:

1. Best Local Organization,
2. Best Newsletter,
3. Barney Shuhi Award,
4. Good Financial Practice,
5. Eagle Award and
6. Best Individual Development Program.

Peggy Sutton gave the Report on the State Conference in Key West June 11-14:

- Summary is in the newsletter,
- 2010 West Palm Beach Conference will be at the Hilton Hotel, in West Palm Beach,
- October 2009 Fall Conference will be in Mount Dora

Candy Koester gave the Report on the "What Women Want Expo",

1. Received 200 cards of membership interest and Candy followed-up with each and forwarded the time and location of both Jupiter and Gold Coast meetings

Judy Leiser gave the report of the "Women Who Dine, June 16th". The last event was held at JoAnne McCormack's house. Total of 22 people participated of which 11 were members and 11 were guests. \$509 was collected and \$254.00 went to BPW Jupiter Scholarship and \$254.00 went to Martha's House.

Consent Agenda:

Motion to approve the minutes of the June 22<sup>nd</sup> meeting was made Lucky Doolittle and seconded by Dr. Sandy Landsman. The vote was taken and all approved. Motion to approve the Budget for 2009-2010 was made by Lynne Spears, seconded by Sandy Koester. The vote was taken and all approved. Treasurer Report moved to be approved by Irene Soltis, seconded by Louise Issacs and motion carried.

The pound auction was held. We raised \$417. We far exceeded our goal of \$200. Quilt Winner is Angela Vagell. The 50/50 drawing was held.

The Emblem benediction was recited.

Meeting adjourned at 8:00 p.m.

Irene Soltis  
Recording Secretary

**TREASURERS REPORT**

Allocations

General Fund	1340.56
Florida Education Fund	1829.52
2009 State Conference Fund	0
District VIII Restricted Fund	0
Member Education Fund	236.89
<u>Local Scholarship Fund</u>	<u>1005.72</u>
<b>TOTAL ALLOCATIONS</b>	<b>3938.91</b>

Checking Account	2383.74
<u>Savings Account</u>	<u>3820.05</u>
<b>TOTAL CASH</b>	<b>6658.79</b>



**“Women Who Dine**

“Women Who Dine” was held on June 16th at the home of JoAnne McCormack's. A total of 22 people participated in this event. There were 11 guests and \$509 was collected. Distribution was decided upon by the guests and the recipient of \$254.00 went to BPW Jupiter Scholarship and \$254.00 went to Martha's House.

If you are interested in attending one of our “Women Who Dine” events, please contact Judy Leiser, 561-602-4074

***Community Outreach Committee***

## SUNSHINE REPORT



**Happy Birthday** to Joyce Segers, Nicole Payne, Mamie Johnson, Betty Ann Baker, Pat Heydlauff, Louise Issacs, JoAnne McCormack and Judy Leiser

**Update:** Pat Heydlauff tells me that her son-in-law Greg although much improved still has some pain and many days of therapy ahead. Pat's husband Joe is continuing to improve from his accident in February.

Terry Phillips our newly elected Treasurer and Marketing Director for Center of The Arts has been going through great personal difficulty with a close member of the family and appreciates all the care and concern expressed by the members.

**Happy Times:** Jennifer Sabin is Expecting!!! She is in her 5<sup>th</sup> month now!! Healthy although have a little tough time of it. Due to her business schedule has been unable to attend our meetings, but hopes to in the fall. **School Days** aren't over for this member, that's right Candy Koester, our 2<sup>nd</sup> VP begun a new phase in her life. She is attending the Florida Culinary Institute to get her culinary degree. Candy already holds a Bachelors and Master degree.

An idea has come out of a recent get together with Candy Koester, Candy Martin and Marie Mazzone. Candy K Suggests "If there is someone you would like to get to know better...I suggest you set up a lunch or coffee with them. It's a great way to get to know your BPW members better.

**Vacation:** Marion Suro is looking forward to visiting a bunch of "old" friends in California in August. Marion & Richard lived in San Francisco in the mid-1970s and again in the mid-1980s so they have a lot of reminiscing to do along the way!

**Announcement:** Candy Martin announced her daughter Kaleigh's boyfriend Larry proposed to her and gave her a ring. They are both seniors in college starting August. It's obvious there's a wedding in our future after graduation. Yes ladies I need a job soon! Please put me on your prayer list. I need all the support I can get.

Anybody planning vacation, moving, anything newsy and like to share, please send me an email. Thank you for all your support. Larabee Johnson 561-262-9273 Cell, Office 561-747-0362 or [larabeej@mrhardwoods.com](mailto:larabeej@mrhardwoods.com).

**MEMBER SPOTLIGHT**

**Emily Cassulo**



Hi everyone!

I'm Emily Cassulo. I'd like to thank you all again for awarding me with a BPW scholarship. What an honor! I promise the money will be put to good use.

A little bit about myself – I am going into my junior year at the University of Central Florida, and I am studying broadcast journalism and political science. I stay pretty busy as the president of my school's chapter of the Radio-Television News Directors Association, as well as interning at News/Talk AM-580 WDBO. When I graduate, I hope to get a job as a TV reporter.

Even though I keep busy, I still like to have fun! I enjoy photography, shopping and watching movies, but I value spending time with family and friends the most.

It was so nice meeting you all at the June meeting. I look forward to the meeting this month! See you then!

Emily

\*\*\*\*\*

**BRENDA AMMONS**



Hello members and friends,

Just to introduce myself as a new member of the BPW/Jupiter, I am a licensed massage therapist and have been in business for myself for 16 years. My business is called Referral Networking Solutions. To find out more about my business, check it out my website, [www.referralnetworkingsolutions.com](http://www.referralnetworkingsolutions.com).

I enjoy reading, baking, boating, and am learning how to play golf and tennis. I have a 24 year old son, who lives in Minnesota and my passion is to empower women to be the best they can be.

\*\*\*\*\*

## MEMBER UPDATE



I am writing to let you know some AMAZING NEWS. I have been accepted into the University of Florida College of Veterinary Medicine, Class of 2013, and I start on August 10th!!!!!!!!!!!! I am so excited!!!!!! I was contacted by the Dean July 10<sup>th</sup> and he offered me a position!

I cannot thank you and the other members of the BPW for your support over the last year! It really means so much to have such a wonderful group of professional, successful women rooting for me.

Bianca Lee Murphy, [bmurph14@fau.edu](mailto:bmurph14@fau.edu)

## ORGAN DONATIONS

Marion Suro would like to remind everyone that you can visit the Bob Swanson Give A Life Foundation's website at [www.GiveALife.org](http://www.GiveALife.org) for more information and stories about Organ Donation.

If you'd like to become an Organ Donor please make sure you download the Donor Card from the web site. Just click on "Become an Organ Donor" on the left side then print the form. If you would like a hard copy, please contact Marion at 561.310.6120 or email: [Marion@MarionSuro.com](mailto:Marion@MarionSuro.com).

A reminder that electing to be an Organ Donor on your Driver's License is NOT enough! Remember to discuss your decision with family members and loved ones. Even if you sign an Organ Donor Card, it is essential that your family knows your wishes. Your family will be asked to sign a consent form in order for your donation to occur.

Thank you for your support of Organ Donation and for helping to Give a Life ...

Thanks,  
Marion

## BPW LICENSING AGREEMENT WITH BPW FOUNDATION

Attached to this newsletter is the BPW Licensing Agreement with BPW Foundation. BPW/Florida President, Venita Garvin Valdez sends the following message to all or our members:

"The BPW/FL Executive Committee will convene a special called board meeting on Saturday, September 19 at the Clarion Inn and Conference Center from 10:00 am - 1:00 pm to discuss the licensing agreement. A vote will be taken as to whether to sign or not sign the agreement. by members that are eligible to vote during the special called board meeting. Also if positioned to do so, any proposed bylaw changes that will come before the membership for vote during the Fall Conference being held October 16-18 at Lake Side Inn in Mount Dora will be presented for information only. The proper notice will be done accordingly of such special call board meeting as outlined in our state bylaws.

Thank you all for your time given to the review of this important document. If signed please know that all local organizations that comprise the Florida Federation of Business and Professional Women's Club, Inc. will have to abide by the licensing agreement and honor the payment of the licensing fee of \$40.00 per member.



**Business and Professional Women/Jupiter**

**OUR MISSION STATEMENT**

*To achieve equity for all women in the workplace through advocacy, education, and information.*

**Business and Professional Women**

is an organization of individuals dedicated to improving the professional, personal, economic and educational outlook for women. Contact Peggy Sutton with suggestions regarding the Jupiter BPW Beacon. Phone: 561-575-1270 or choresgalore@att.net

**JULY BIRTHDAYS**

July 4	Joyce Segers
July 9	Mamie Johnson
July 11	Nicole Payne
July 18	Joanne McCormack
July 19	Louise Isaacs
July 27	Pat Heydlauff

*HAPPY BIRTHDAY!*



**AUGUST BIRTHDAYS**

Angela Vagell	August 11
Irene Soltis	August 13
Diane Flanigan	August 20
Candy Martin	August 23

**RENEWAL REMINDERS FOR MAY**

**Cathy Esra  
Pat Heydlauff  
Nicole Payne  
Josie Randazzo  
Jennifer Sabin**

**MEMBERSHIP RENEWAL UPDATES**

Renewal cost is **\$109**; over 64 is **\$99**. If you have any questions, please feel free to contact me Candy Koester 744-6661 or Treasurer Terry Phillips at 575-2193.

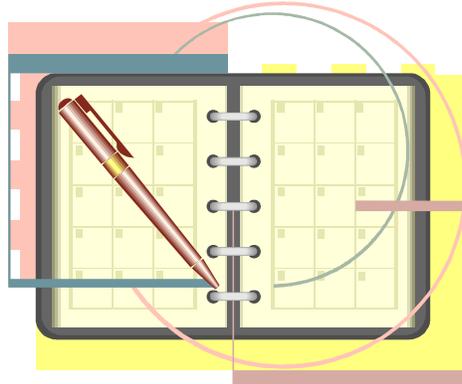
**WELCOME NEW MEMBERS!**

**Barbara Bassoff**

**THANKS FOR RENEWING**

**Andrea Johnson  
Sandy Landsman  
Candy Martin**

# Jupiter BPW Calendar



## 2009 EVENTS

**July 27 - Collection of School Supplies**  
**Aug. 24 - Monthly Meeting**  
**Oct. 16-18- BPW/FL Fall Conference -Mt. Dora, FL**

## 2009 PROGRAM SCHEDULE

**July 27, 2009:** Identity Theft and How to Protect You and Your Family, Gina Oliver, RBC Bank  
**August 24, 2009:** Woman Politician - speaker to be announced.  
**Sept. 28, 2009:** Cancer - Wellness - speaker tba.  
**October 26, 2009:** Domestic Violence - speaker tba.  
**November 16, 2009:** Veterans Day - speaker tba.  
**December 5, 2009:** Holiday Party  
**January 25, 2010:** Life Coach - speaker tba.  
**February 22, 2010:** To Be Announced  
**March 22, 2010:** To Be Announced  
**April 26, 2010:** Installation of New Officers

## UPCOMING CHAMBER OF COMMERCE EVENTS

### Thursday, August 06

**Women In Business Lunch, Speaker: May Wong, Pricing:** Member: \$35.00, Non-member: \$45.00; **Location:** Jupiter Beach Resort Spa, 5 North A1, Jupiter, FL 33477

### Thursday, August 27

**Business After Hours Time:** 5-7 pm. Singer Island Hilton Oceanfront Resort; **Pricing:** Member: \$10.00, Nonmember: \$2.00, Champion's Club: \$0.00

## Motivational Minute

“Perpetual optimism is a force multiplier.”

**Colin Powell**

*US General (1937 - )*

## ***LEGISLATIVE HOTLINE***

### **BPW Foundation Testifies Before Congress**

In keeping with BPW's long history of advocating for working women, on June 11, CEO Deborah L. Frett, testified before the U.S. House of Representatives, Committee on Education and Labor Subcommittee on Workforce Protections, in support of two important work-life bills – the FIRST Act (HR 2339) and the Healthy Families Act (HR 2460). Frett said these bills “will start us on the road toward successful workplaces for employers and employees. A successful workplace is one where women can succeed and businesses can profit.” It was appropriate that BPW Foundation testified on these bills during the month of the 46th anniversary of the signing of the Pay Equity Act by President Kennedy. BPW/USA played such a key role in the effort to pass that legislation that BPW/USA President Minnie Miles received the first pen the President used signing the bill in to law.

You can read Debbie Frett's full testimony on the [website](#) and view a webcast of the hearing on the [House Education and Labor Committee website](#).

### **New York Times Endorses Pay Check Fairness Bill**

The persistence of equality advocates is paying off. This op-ed in the [New York Times](#) is a great reason to make follow up calls to your Senators about passing this legislation.

### **Women Job Training Legislation Introduced**

- On April 23, Rep. DeLauro (D-CT) introduced the Pathways Advancing Career Training Act (HR 2074). The PACT Act provides assistance to the states for training programs that prepare women for employment in high-wage, high-skill fields where they are often underrepresented. It would also allow States to develop and support programs that address barriers to employment faced by single mothers, displaced homemakers, women re-entering the workforce, and victims of domestic violence.
- Del. Eleanor Holmes Norton (D-DC) introduced the Pre-Apprentice and Apprenticeship Training Act of 2009 (H.R. 2444) that would mandate states spend ½ of 1% of federal highway funds on transportation-related skill and technology training directed at ensuring equal employment for under-represented groups, including women. Currently, only 17 states avail themselves of the provision. “This bill will mount a major national infrastructure program focused on job creation with a well-designed component of pre-apprenticeship and apprenticeship programs that can lead to high-paying journeyman jobs for new workers who will be needed in the future,” Norton said.

### **Green Jobs for Women in the Climate Change Bill**

On June 12, BPW Foundation joined a broad coalition of women's rights advocates, community-based organizations, organized labor, job training, and economic justice organizations to encourage the House Energy and Commerce Committee to ensure that women benefit from the federal spending on energy projects included in the climate change bill currently being considered. The climate change bill presents a unique opportunity to target quality green jobs and training opportunities to workers and communities who traditionally have been left out of opportunities to share in our nation's success. The American Clean Energy and Security Act of 2009 (ACESA) passed the House and is awaiting Senate consideration.

### **Trowell-Harris Represents Department of Labor**

BPW/USA and WJF Advisory Council member Dr. Irene Trowell-Harris, Director, Center for Women Veterans is representing the Secretary of Labor on the White House Interagency Council on Women and Girls.



**MEMBERSHIP APPLICATION**

Name \_\_\_\_\_ Phone (H) \_\_\_\_\_ (w) \_\_\_\_\_

Address \_\_\_\_\_

E-Mail \_\_\_\_\_ Occupation \_\_\_\_\_

Employer \_\_\_\_\_ Bus. Address \_\_\_\_\_

Are you a former member of BPW?  y  n If so, what was the name of the BPW Club and Location \_\_\_\_\_

Other Org. to which you belong \_\_\_\_\_

Date of Birth (year optional) \_\_\_\_\_ Place of Birth (State) \_\_\_\_\_

Hobbies-----

**PLEASE CIRCLE THE TALENTS YOU CAN SHARE WITH OUR CLUB**

- |                             |                       |
|-----------------------------|-----------------------|
| Leadership qualities        | Computer knowledge    |
| Organizational skills       | Writer                |
| Finance                     | Idea person           |
| Speaker                     | Party planner         |
| Artistic talent             | Legislation interests |
| Willing to give a class     | Detailed person       |
| Love to be on the telephone | Other (explain)       |

Please submit dues in the amount of \$124.00 for membership. Renewal dues are \$109.00 for those 18-64. For those 65 and older, membership is \$114/\$99. Membership dues include: dues for local, state and national. You will receive yearly subscriptions to National Business Woman and Florida Business Women magazines and Jupiter's monthly newsletter. Visit our websites at [www.bpwfl.org](http://www.bpwfl.org), and [www.bpwjupiter.org](http://www.bpwjupiter.org).

Return this complete application with your check made to BPW/Jupiter. Mail to Terry Phillips at 5447 Center St., Jupiter FL 33458, or turn it in at a meeting to any officer. Renewals will come automatically to you in the mail.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Sponsored By \_\_\_\_\_

**BUSINESS AND PROFESSIONAL WOMEN/Jupiter – Membership Application**

Following are lists of our committees; ask for information about each one. You are welcome to join a committee at any time. Check off those that interest you and a Chair will inform you what they do and invite you to a committee meeting. **This is one of the best ways to learn about BPW and its commitment to “helping women,” and get to know fellow members.**

**STANDING COMMITTEES:**

Issues Management/Programs Includes Young Careerist	Angela Vagell
Membership	Candy Koester
Individual Development & Women in Transition	Nicole Payne
National Foundation and Scholarships	Lynne Spears
Finance	Nancy Robinson
Public Policy	Open
Public Relations Includes Website and Newsletter	Peggy Sutton

**SPECIAL COMMITTEES**

Fundraising Events Chair	Lucky Doolittle
ByLaws	Julie Heuer
Audit	Julie Heuer/Larabee Johnson
Sunshine	Larabee Johnson
Telephone/Email	OPEN
Hospitality	Deb Rasmussen
Community Outreach	Marion Suro
Women Who Dine	Judy Leiser

**PLEASE SUPPORT OUR SPONSORS**

**Ultimate Health Massage Therapy**  
*"Wait 'til I get my hands on you!"*  
 In Home Massage Therapy  
 Auto Accidents  
 PIP Insurance Accepted  
 Chair massage in your office  
 Deep Tissue, Therapeutic,  
 Swedish Massage, Lymphatic Drainage  
 Gift Certificates



**Brenda K Ammon, LMT #16821**  
 561-307-4978 Ultimatehealth4u@aol.com



*Chores Galore, Inc.*  
**PEGGY SUTTON**  
*Don't Fuss, Call Us!*  
 Secretarial, Shopping Svcs, Errands, Computer  
 Consulting, Don't see the service, just call & ask.  
**Phone: 561-575-1270/Mobile: 561-758-3127**  
 e-mail: peggy@choresgalore.net / web: www.choresgalore.net

**OPPENHEIMER**

Angela Vagell  
 Associate Director - Investments

Oppenheimer & Co. Inc.  
 2000 PGA Boulevard  
 Suite 2200  
 Palm Beach Gardens, FL 33408  
 Phone 561-383-3938  
 Fax 561-383-3903  
 Toll Free 800-889-3127  
 angela.vagell@opco.com

Member of All Principal Exchanges



**MARION SURO**  
 Independent Consultant  
 Executive District Manager  
 Consultant ID 17263294  
 m 561.310.6120  
 f 866.314.9608  
 MarionSuro@MyArbonne.com  
 www.MarionSuro.MyArbonne.com

**ARBONNE**

**(561) 747-7801**

**Eloise C. Cuddeback**  
*Design Consultant*

**Interiors • Architectural • Landscape**

**1317 Chippewa Street**  
**Jupiter, FL 33458**

**Advertise in the Beacon!**

Business Card size ad is only \$10 per issue for members or 12 issues for \$75. Please submit a clean, original copy to Peggy Sutton, call 561-575-1270. Rates as follows:

For members only:

- Business card per month: \$10
- Business card for a year with or without 5 minute spotlight at meeting: \$75
- One time half page ad with or without 5 minute slot: \$25
- One time full page ad with or without 5 minute spotlight at meeting: \$50

For Non-members:

- Business card per month: \$15
- Business card for a year: \$100
- One time half page ad with no 5 minute slot: \$50
- One time full page ad with no 5 minute slot: \$75

### License Agreement

This License Agreement ("Agreement") is effective as of this \_\_\_ day of \_\_\_\_\_, 2009 ("Effective Date") and is entered into by and between the National Federation of Business and Professional Women's Clubs, Inc. ("BPW/USA") and the Business and Professional Women's Foundation ("the Foundation") (collectively "BPW"), both of which are nonprofit corporations incorporated under the laws of the District of Columbia, and [State or Local Organization], hereafter referred to as "Licensee", a nonprofit corporation incorporated under the laws of the State of [STATE].

**WITNESSETH:**

**WHEREAS**, BPW/USA and the BPW Foundation each own certain intellectual property in the nature of trademarks and copyrights, and the exclusive right to use and license the use thereof;

**WHEREAS**, the intellectual property assets owned by BPW/USA and the BPW Foundation include, but are not limited to, the federally registered trademarks shown in Exhibit 1 attached hereto and incorporated herewith, the BPW common law trademarks whose rights derive from BPW's use thereof in commerce (collectively, the "Marks"), and all original works of authorship created by or at the direction of BPW ("copyrighted materials");

**WHEREAS**, BPW/USA and the BPW Foundation shall complete a merger of the two organizations as of July 1, 2009;

**WHEREAS**, upon the effective date of the merger, all assets of BPW/USA, including the aforementioned Marks and other intellectual property shall become the assets of the BPW Foundation;

**WHEREAS**, BPW maintains a long-standing relationship with Licensee, which includes a grant by BPW to Licensee of the limited use of the Marks, the materials for the BPW Signature Programs, and all other copyrighted works of BPW. BPW and Licensee acknowledge that Licensee's prior use of the Marks, the materials for the BPW Signature Programs, and other copyrighted works of BPW has been governed by Bylaws and the Handbook of Policies and Procedures adopted by BPW/USA and that such grant shall be revoked and replaced by the terms of this Agreement;

**WHEREAS**, the newly merged BPW entity wishes to continue this relationship with Licensee, and Licensee desires to continue to use the Marks, the materials for the BPW Signature Programs, and other copyrighted works of BPW under the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements contained and/or referenced herein, the parties hereto agree as follows:

#### 1. LICENSE.

**A. Trademarks.** For the term of this Agreement, BPW hereby grants to Licensee a non-exclusive license to use the Marks only in connection with promoting Licensee's programs and events which promote BPW's charitable mission as set forth in BPW's Articles of Incorporation. This license is contingent upon Licensee's continuous compliance with the restrictions regarding use of the Marks as set forth in Exhibit 1.

**B. Copyrights.** For the term of this Agreement, BPW hereby grants to Licensee a non-exclusive license to reproduce, publicly display and publicly distribute the BPW-copyrighted materials of the BPW programs listed below (the "BPW Signature Programs") only in connection with promoting Licensee's programs and events which promote BPW's charitable mission. This license is limited to the editions and versions of the BPW-copyrighted materials available as of the date of this Agreement. Licensee shall not be permitted access to any future versions of BPW-copyrighted materials for the BPW Signature Programs without the prior written consent of BPW.

- i. Young Careerist ("YC"),
- ii. Individual Development Program ("IDP"),
- iii. Women Joining Forces ("WJF"),
- iv. Legislative Hotline,
- v. Electronic Advocacy Brief,
- vi. WOMENomics,
- vii. Well-behaved Women Never Make History;

- viii. Building Powerful Women; and
- ix. Equal Pay Day.

C. Licensee may exercise the licenses set forth above only in the following territory: [defined territory of doing business for State/Local].

D. The licenses set forth above are nontransferable, non-assignable, and nonsublicensable by Licensee; provided, however, if Licensee is a “State Organization”, Licensee may sublicense the rights herein conferred to Licensee under the same restrictions as provided in this Agreement to any of its state-wide foundations and to any of its local organizations and foundations.

2. **TERM.** This Agreement and the licenses granted hereunder shall commence on the date hereof and shall continue through September 30, 2010. This Agreement shall automatically renew for additional one (1) year terms upon payment by Licensee of an annual licensing fee described in Section 3, Fees.

3. **FEE.**

A. Licensee shall pay to BPW an annual licensing fee of forty dollars (\$40.00) per member of Licensee as listed on the rolls of Licensee on the 30<sup>th</sup> day of June of the relevant fiscal year. Licensee shall pay the licensing fee during the initial three (3) terms of this Agreement as follows:

Fiscal Year	Due Date	Payment Amount
2009-2010	March 1, 2010	\$40/member
2010-2011	October 1, 2010 March 1, 2011	\$20/member \$20/member
2011-2012	October 1, 2012	\$40/member

B. BPW may adjust the fee amount at its sole and reasonable discretion at any time after Fiscal Year 2011-2012.

C. Licensee agrees to pay BPW such fee by credit card or by wire transfer per instructions provided by BPW.

D. Licensee shall keep an accurate and complete set of books and records with respect to its membership. BPW shall have access to these books and records upon advanced written request during Licensee’s ordinary business hours. BPW may demand an audit of the books and records of Licensee. If an error of less than five percent (5%) in Licensee’s favor is discovered, BPW shall pay all audit costs. If an error of five percent (5%) or more in Licensee’s favor is discovered, Licensee shall pay all audit costs.

4. **INTELLECTUAL PROPERTY RIGHTS.**

A. As between the parties, the Marks are the sole and exclusive property of BPW and are subject to all applicable rights of BPW as owner under the federal Trademark Act and applicable State statutory and common trademark laws. Moreover, as between the parties, the BPW copyrighted materials are the sole and exclusive property of BPW and are subject to all applicable copyright, and other rights, of BPW provided under the federal Copyright Act, as well as under international treaties governing copyrights. Licensee recognizes the value of good will associated with the Marks and acknowledges that the Marks, and all rights therein and the good will pertaining thereto, belong exclusively to BPW. Licensee shall not attempt to register the Marks or any distinctive component thereof in Licensee’s name, and shall not use or attempt to register any marks or portion thereof that are confusingly similar to the Marks. Licensee shall not make any use of the BPW copyrighted materials inconsistent with the rights afforded to BPW as sole owner thereof, except as expressly provided herein. Licensee acknowledges and agrees to take no action inconsistent with BPW’s ownership of BPW’s aforementioned intellectual property, or that would

impair BPW's rights in the aforementioned intellectual property, or that would subject BPW to claims by third parties that might impair the rights, ownership, and value in the aforementioned intellectual property.

**B.** BPW provides the Marks and the materials for the BPW Signature Programs "as is". Licensee acknowledges that it may be necessary or desirable for BPW to modify the Marks or these materials, to add additional elements to the Marks or the materials, or to discontinue use of some or all of the Marks or the materials. Accordingly, BPW does not represent or warrant that the Marks, the materials for the BPW Signature Programs, or any elements thereof will be maintained or used in any particular fashion.

**C.** Licensee shall not use the Marks, the materials for the BPW Signature Programs, or any other intellectual property owned by BPW except as expressly authorized by BPW.

## **5. STANDARDS OF USE.**

**A.** Licensee shall use the Marks and the materials for the BPW Signature Program to support and participate in the national programs of BPW (which BPW may, in its discretion, modify or discontinue at any time). So as to allow Licensee's members the use of BPW's website and such other rights as may be granted to Licensee's members by BPW under this Agreement, Licensee agrees to provide a list of Licensee's membership contact information, including e-mail addresses, to BPW on a quarterly basis. BPW may retain and use this mailing information in its discretion.

**B.** Licensee shall not use the Marks or the materials for the BPW Signature Programs in connection with any activity that is contrary to the mission of BPW, including (but not limited to) any activity that would:

- i.** violate BPW's Articles of Incorporation, Bylaws, or other policies and procedures;
- ii.** conflict with the mission, message, or activities of BPW;
- iii.** constitute intervention in any campaign for public office, endorsement of a candidate or initiative, or other lobbying or election activities not permitted to be engaged in by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code; or
- iv.** violate applicable laws or regulations.

**C.** Licensee agrees that the Marks and the materials for the BPW Signature Programs shall be used in a manner consistent with Licensee's use of such to date; in a manner consistent with the general standard of usage of names and trademarks among other associations and professional societies; and in a manner that does not detract from the public image of BPW.

**D.** Licensee shall not use the Marks or the materials for the BPW Signature Programs in any manner to organize or otherwise be involved with a national program that is competitive, in any way, with the programs and mission of BPW.

Further, Licensee shall not use the Marks or the materials for the BPW Signature Programs in any manner to compete, directly or indirectly, with BPW in offering programs, activities and/or membership to persons residing or doing business beyond Licensee's territory as described above. However, any member of Licensee has the right to work as an individual or through other organizations for policies which are in opposition to those of BPW, provided the name of BPW is not used.

**E.** Resale and other commercial use of the Marks and the materials for the BPW Signature Program is prohibited.

**F.** Licensee must keep intact all copyright notices on the materials for the BPW Signature Program.

**G.** Materials in which the Marks appear must contain the following acknowledgement: “The \_\_\_[TRADEMARK]\_\_\_ is either a registered trademark or a trademark owned by BPW and is used under license.”

**H.** Licensee shall not modify and/or create derivative works based on the Marks or the materials for the BPW Signature Program unless approved in advance and in writing by BPW. BPW shall not unreasonably withhold its approval.

**I.** BPW will provide trademark artwork files. Licensee shall use only artwork files provided by BPW. Images captured from websites, publications, and other sources may not be used.

**J.** Licensee shall abide by the Graphic Design Manual and any other standards issued by BPW regarding use of its intellectual property. A current copy of the Graphic Design Manual is available upon request and also from the BPW website.

**K.** Upon the termination or expiration of this Agreement, Licensee:

- i.** shall cease use of the Marks and the materials for the BPW Signature Programs;
- ii.** shall return all print and electronic materials provided by BPW, without retaining copies; and
- iii.** shall not distribute any materials containing the Marks or the materials for the BPW Signature Programs that it might already have prepared.

**L.** Licensee agrees to provide to BPW by email on an annual basis representative samples of Licensee’s uses of the Marks and the materials for the BPW Signature Programs and agrees to modify its use if in the sole reasonable

discretion of BPW, such use does not meet the requirements of this Section 5, Standards of Use.

**6. WAIVER.** Either party’s waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

**7. NOTICES.** Notices required under this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by express mail; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. Notice shall also be given by facsimile or electronic mail on the same date as personally delivered or deposited in the mail. Notice given by personal delivery, mail, facsimile, or electronic mail alone is not sufficient. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses shown below the signature lines of this Agreement, or as specified by subsequent written notice delivered to the party whose address has been changed.

**8. GOVERNING LAW.** This Agreement shall be governed in all respects, except as to conflicts of laws, by the laws of the District of Columbia.

**9. SEVERABILITY.** If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect.

**10. AMENDMENT.** This Agreement constitutes the entire agreement between the parties concerning the license of any intangible property, and supersedes all prior writings or oral agreements. This Agreement may be amended only by writing clearly setting forth the amendments and signed by both parties.

**11. TERMINATION.** This Agreement may be terminated by either party upon providing sixty (60) days notice in writing to the other party. This Agreement shall also automatically terminate upon Licensee’s failure to remit the annual renewal fee as described in Section 3, Fees.

**12. INDEPENDENT CONTRACTORS.** The relationship between the parties to this Agreement is that of independent contractors. This Agreement is not intended to create any association, partnership, joint venture, or agency relationship between the parties.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its duly authorized agent.

**BPW**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

**Licensee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

<b>Federally Registered Trademark</b>	<b>Owner</b>	<b>US Reg. No.</b>	<b>Restrictions</b>
BPW FOUNDATION (word mark only)	Foundation	3,557,130	Licensee may use this Mark only in connection with the name of an organization that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.
BPW (word mark only)	Federation	3,557,230	Licensee may use this Mark only in connection with the name of Licensee.
BPW/USA (word mark only)	Federation	1,339,710	Licensee may use this Mark only in connection with the name of Licensee.
NATIONAL BUSINESS WOMEN'S WEEK (word mark only)	Federation	2,850,345	Licensee may use this Mark only in connection with the week designated by BPW as National Business Women's Week.
BUSINESS AND PROFESSIONAL WOMEN/USA (word mark only)	Federation	2,862,171	Licensee may use this Mark only in connection with the name of Licensee.
BPW with Design	Federation	2,862,172	Licensee may use this Mark only in connection with the name of Licensee.
BUSINESS AND PROFESSIONAL WOMEN'S FOUNDATION (word mark only)	Foundation	2,868,612	Licensee may use this Mark only in connection with the name of an organization that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.
MODERN NIKE Design Mark	Federation	3,103,513	Licensee may use this Mark only in connection with a student chapter.
CAMP BPW: BUILDING POWERFUL WOMEN (word mark only)	Federation	3,129,358	Licensee may use this Mark only in connection with meetings that provide at-risk girls with a mentoring program.
WOMEN JOINING FORCES CLOSING RANKS OPENING DOORS (word mark only)	Federation	3,253,634	Licensee may use this Mark only in connection with meetings and commemorative events recognizing women veterans.
WOMEN JOINING FORCES CLOSING RANKS OPENING DOORS with Design	Federation	3,253,762	Licensee may use this Mark only in connection with meetings and commemorative events recognizing women veterans.
BUSINESS AND PROFESSIONAL WOMEN'S FOUNDATION (new logo)	Foundation	3,487,045	Licensee may use this Mark only in connection with the name of an organization that is exempt from federal income tax under
<b>Common Law Trademark</b>			
	<b>Owner</b>	<b>Restrictions</b>	
NATIONAL FEDERATION OF BUSINESS AND PROFESSIONAL WOMEN'S CLUBS (word mark)	Federation	Licensee may use this Mark only in connection with the name of Licensee.	
NIKE CLUB (word mark)	Federation	Licensee may use this Mark only in connection with a high school student chapter.	

SAMOTHRACE CLUB (word mark)	Federation	Licensee may use this Mark only in connection with a college student chapter.
YOUNG CAREERIST (word mark)	Federation	Licensee may use this Mark only in connection with events to promote participation in networking, workshops, public speaking, interviewing, and group activities.
INDIVIDUAL DEVELOPMENT (word mark)	Federation	Licensee may use this Mark only in connection with events to promote leadership and communications skills.
EQUAL PAY DAY dollar ribbon design	Federation	Licensee may use this Mark only in connection with events to promote the national Equal Pay Day supported by BPW.