

*Phi Beta Sigma Fraternity, Inc.*



Dear Sir or Madam:

**General Sigma Exchange Licensing Principles**

Phi Beta Sigma Fraternity Incorporated has established an Authorized License Vendor Policy to certify all persons selling Sigma Paraphernalia. Furthermore, Phi Beta Sigma Fraternity Inc has explicit rights to all trademarks and trade names representing the Fraternity. As a result of this policy, our members have been instructed not to purchase Sigma paraphernalia from any vendor not certified by our Corporate Office.

**Reproduction of the Phi Beta Sigma Marks**

**For No Absolute Reason:** should the crest be altered, changed or redesigned. Any change to our official emblem must be approved by the Corporate Office of Phi Beta Sigma Fraternity, Inc. For example no black hand on the crest. The Fraternity Color is PMS Reflex Blue and White.

Upon approval of your application, a licensing approval certificate will be mailed to you. Your name will be listed in our Crescent Magazine, and on our International Website. You will also receive our Regional Conference and National Conclave schedules. If your application is not approved your money will be refunded in full.

**If your company does not sell merchandise bearing Phi Beta Sigma crest or letters, and you would like to be exhibitor of jewelry, cosmetics, books, afro centric items, etc. you should contact the chairperson of the conference you would like to attend. (See conference schedule enclosed.) The vendor policy does not apply to vendors that are not selling Phi Beta Sigma Fraternity paraphernalia.**

If you have any additional questions or concerns, please contact me at (202) 726-5434.

Sincerely,

Wayne Green  
Director of Business Development

Phi Beta Sigma Fraternity, Inc.

**VENDOR'S CERTIFICATE LICENSE APPLICATION**

Type or print only

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone \_\_\_\_\_

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Business Entity: \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation

This agreement between, PHI BETA SIGMA FRATERNITY, INCORPORATED, a nonprofit organization existing under and by virtue of the laws of the District of Columbia, having its principal office at 145 KENNEDY STREET, N.W., hereinafter referred to as the FRATERNITY, party of the first part and \_\_\_\_\_  
Having its principal office at \_\_\_\_\_

Hereinafter referred to as the COMPANY, party of the second part;  
WITNESSETH:

WHEREAS, the FRATERNITY is owner of the crest, symbols, trademarks and trade names, in GREEK letters or in ENGLISH alphabet, "PHI BETA SIGMA FRATERNITY", in whole or in part, therefore, having exclusive rights to its usage and:

WHEREAS, the COMPANY is engaged in the reproduction, sale and/or distribution of various and sundry items generally used or desired by Greek letters organizations and their members.

NOW THEREFORE, for and in consideration of the promises and agreements by parties hereto contained,

**PHI BETA SIGMA FRATERNITY, INC**  
**VENDOR CERTIFICATION FEE SCHEDULE**

The schedule of licensing fee for 2011 is as follows:

<u>1 Year License</u>	<u>Fee</u>
<b>Non-Sigma</b>	<b>\$680.00</b>
<b>Financial Sigma</b>	<b>\$500.00</b>
<u>2 Year License</u>	
<b>Non-Sigma</b>	<b>\$950.00</b>
<b>Financial Sigma</b>	<b>\$750.00</b>

Phi Beta Sigma Fraternity, Inc. Will only accept certified checks, money orders, or credit cards

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**Credit Card Payment:**

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

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

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

City & State: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Type: \_\_\_\_\_ Exp.Date \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

Send Payment To:  
Phi Beta Sigma Fraternity, Inc.  
145 Kennedy Street, N.W.  
Washington, DC 20011  
Attn: Wayne Green  
Director of Business Development

**II**

IT IS AGGREED:

That the COMPANY is granted by the FRATERNITY a limited license to use, reproduce, sell and/or distribute the FRATERNITY'S trademarks and trade names and the exact description of the nature of such paraphernalia and the manner of such manufacture, sale and distribution is described as follows:

(Attach an additional sheet if more space is needed to identify items that you would like to market. It is very important that all details of purposed activity by applicant be disclosed.)

Applicant experience in this area is as follows:

**III**

The COMPANY promises and agrees:

- a. to pay the FRATERNITY, in advance, the appropriate fee according to the FEE SCHEDULE for the length of term desired by the COMPANY taking into consideration the fee differential for financial members of the FRATERNITY. These licenses shall have an expiration date of one or two years from the anniversary date of this agreement,

TERM DESIRED \_\_\_\_\_ year(s)

LICENSING FEE \$ \_\_\_\_\_:

- b. to refrain from displaying or selling an item(s) which depicts the FRATERNITY in a lewd, obscene or vulgar manner.
- c. that the certificate evidencing this license royalty agreement shall be posted in a conspicuous place at all times at the site where merchandise is being used, or business is being conducted;
- d. that should alternation to the certificate be made by anyone, than such certificate is void at which time the COMPANY must be issued a new certificate, if said certificate has no expired, at an additional cost to the COMPANY.

#### IV

It is mutually agreed between the parties hereto

- a. That the FRATERNITY shall have the right to approve all merchandise bearing the FRATERNITY trademarks and trade names before and while it is placed on the market for distribution sale.
- b. That the FRATERNITY shall have the right to approve the method of distributing and marketing of all merchandise bearing the FRATERNITY trademarks and trade names.
- c. That this agreement may not be transferred or assigned by the COMPANY without the written consent of the FRATERNITY.
- d. That this agreement shall continue from the date of execution until \_\_\_\_\_ provided, however, that it might be terminated at anytime before aforesaid date by either of the parties if there is a breach of conditions contained therein by either of the parties hereto. Notice of the breach of conditions, if any, shall be given the offending party by the aggrieved party by registered mail and the breach claim set forth is such notice.
- e. Any failure by the FRATERNITY to enforce any rights, which it may have hereunder, does not constitute waiver, novation or discharge such, the FRATERNITY specifically maintaining a right to enforce such rights as if the failure had not occurred. In WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their respective designees authorized to execute this agreement and their corporate seals (if applicable) to be hereto affixed as of day and year first above written.

Please attach to application samples, drawing or photographs of proposed paraphernalia.

\_\_\_\_\_  
(Signature of SIGMA EXCHANGE  
MANAGER, or authorized person  
Signing on behalf of MANAGER)

\_\_\_\_\_  
(Signature of APPLICANT, or  
person signing on behalf of  
APPLICANT)

Title:

\_\_\_\_\_ Title \_\_\_\_\_

CORPORATE SEAL

CORPORATE SEAL (if applicable)

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To be completed only if you are a Fraternity Brother and a financially active member of PHI BETA SIGMA FRATERNITY, Inc. and is a majority owner of business or proprietorship.

Name of Brother

Chapter

Position or Title  
With COMPANY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Membership Card Number

Chapter Initiated

Date Initiated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please return the application to:

PHI BETA SIGMA FRATERNITY, INC  
CORPARATE OFFICE  
145 KENNEDY STREET, N.W.  
WASHINGTON, D.C. 20011  
ATTN: WAYNE GREEN

Effective January 01, 2011