

**WELCOME TO THE TEAM!**



**Vinyl Specialists**

**FRANCHISE OWNER  
HANDBOOK**

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**Section 1- Creative Gatherings' General Information**

**1.1 Creative Gatherings' Mission:** Our mission is to host parties that leave customers wanting to attend another. We hope that you enjoy the experience of facilitating parties and make a few dollars doing it!

**1.2 Company Breakdown:**

Kelly Ivey and Ann Zinyemba- Co-Owners/Founders

Kelly- Large Events/Fundraisers

Ann- Order Processing/ FB Set-Up/Website and At-Home Distribution

**1.3 Handbook/Contract**

This Handbook ("Handbook") is designed to summarize certain policies and benefits of Creative Gatherings (the "Company"), of 2384 Solidago Dr, Plainfield, Indiana 46168, and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all parties, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Handbook serves as a binding contract between the Company and all involved parties. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

**1.4 Changes in Policy**

Since our start-up business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document. Any changes to our policies will be presented in writing for you to sign.

**1.5 Equal Opportunity & Americans with Disabilities Act**

It is the policy of the Company to provide equal opportunities to all without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects including, but not limited to scheduling, training, discipline and termination.

The Company expects all parties to support our equal employment opportunity policy, and to take all steps necessary to maintain a team free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by laws.

**If you are uncertain about any policy or procedure, please check with Ann Zinyemba or Kelly Ivey.**

## **Section 2- Owner Guidelines**

### **2.1 Defining Our 2 Types of Opportunities:**

- 1) **Party Facilitator in Indianapolis-**
- 2) **Party Facilitator Outside of Indianapolis-** Purchase Starter Kit, Attend Training, Recommend shadow at parties until feel comfortable (Usually 2),
  - ¥ Schedule their own Parties (Acuity)
  - ¥ Run Facebook Groups (Responsible after set-up)
  - ¥ Pick-Up Signs at 2384 Solidago Drive or other arranged place
  - ¥ Get paid CASH for signs sold
  - ¥ Weed and Tape Vinyl
  - ¥ Refill their kits
  - ¥ Arrive 20 minutes prior to party
  - ¥ Facilitate party and stay until signs are completed
  - ¥ Try and book more parties
  - ¥ Post pics to Facebook... Tag anyone you can

**2.2 Benefits, Order Processing and Distribution:** Creative Gatherings' does not offer or provide any benefits. Insurance, vacations and retirement plans are not available. You are operating your own business as an independent contractor. We are compensated for processing your orders and distributing your products. Our payments are a service fee and you are buying product from us. The individuals that use our service are not employees of the Company and are self-employed. We act as a distributor to independent contractors. It is the facilitator's responsibility to keep track of their own tax information, because you are buying products from us.

**2.3 Dress Code-** Black pants, jeans with no holes. You can dress casual, but have yourself covered. A black apron might be handy.

### **2.4 Party Etiquette General Expectations-**

- ¥ Do whatever your host needs.
- ¥ Ask about removing shoes.
- ¥ Be helpful.
- ¥ Clean up the trash related to the party.
- ¥ Call/Message ahead of time just to reassure the party host.
- ¥ If you are going to be late, be courtesy and call. People are a lot more understanding, if you are professional.
- ¥ If you have an emergency and can't make your party, call or post on the Facebook Facilitators page. Arrange for help. We all have stuff that comes up. We are a team.

### **2.5 Disclaimer: Legal Responsibility-**

An franchise owner assumes all responsibility for their parties. If you spill paint, wine, or damage any property of the host, it is your responsibility to repair or fix it. Creative Gatherings' headquarters will not be liable for anything that might happen at a party facilitated by ANY

independent facilitator. The franchise owner will assume responsibility and is liable for ALL damages.

### **2.6 Image Ownership Policy:**

All images taken and posted on behalf of Creative Gatherings' are considered our property and may be used in future advertisements without compensation.

### **2.7 Creative Gatherings' Company Name and Logo Usage Policy:**

Once you have signed this handbook and contract, you are allowed to use our name and logo for the following. You can use to advertise. You are allowed to post our logo on Facebook, emails and other forms of social media. Any other use of our logo must be done with our approval and should only be done for advertisement purposes. If our partnership is terminated or you choose to end with Creative Gatherings', all logos must be removed from future email correspondence and your social media accounts within 7 calendar days. You can use our company name or logo from that point on. Also, our logos cannot be changed or altered without permission.

### **2.8 Social Media and Advertisements:**

Creative Gatherings is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage independent facilitators to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.

For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user-generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.

Franchise owners are expected to conduct themselves in a professional manner and to respect the views and opinions of others. The Company and its independent facilitators are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.

Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.

Franchise owners must not disclose private or confidential information about the Company, its clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.

The Company maintains the right to monitor company-related activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

## **2.9 Termination:**

At any time we can ask an franchise owner to stop using the Creative Gatherings' name, logo or process for sign creation. Once terminated, a independent party facilitator may not create wood signs for money or throw parties for up to 3 years unless agreed upon by Creative Gatherings.

## **2.10 Choose to Leave:**

If an franchise owner chooses leaves, they may not create wood signs for money or throw parties for up to 3 years unless agreed upon by Creative Gatherings.

## **2.11 Personnel Records**

Creative Gatherings maintains your personal information for contact and security purposes only. We use this to screen our party facilitators and to be able to contact you only. Our only financial records are for the purposes of processing your orders and distributing materials to the facilitators. Personnel files and party orders are the property of the Company and may not be removed from Company premises without written authorization. We agree that we will not share those files with anyone except law enforcement officials without your written consent.

By policy, the Company will provide references to future employers of your role in our company. Under no circumstance will we verify or be used as a reference for financial purposes, because we are not your employer.

## **2.12 Recommended Ratio-**

You can set your minimum or maximum party guests! That is up to you! It is our recommendation that you have 1 person for every 8 guests to get started and then adjust as you feel comfortable. You might be able to increase that number as you gain experience. If you know some that is willing to help you with larger parties, great. It isn't too hard to have that person squirt paint or remove vinyl. Remember the money you pay for help now to make your party run well leads to people booking with you in future. Keep the guests happy!

## **2.13 Making and Selling Pre-Painted Signs-**

You can make and sell signs that you have made. Either you have to order through website or they have to order through website. We have to do that for our own financial records.

## **2.14 Annual Booking Expectations-**

To keep our partnership, independent party facilitators are expected to book a minimum of 12 parties per calendar year. This number is prorated from your start date. We feel this is an easy number to book without taking up all of your time. If this number is not reached, then we will terminate our partnership with you in writing.

## **2.15 Taking Your Children to Help**

We highly recommend that you consider the reason people are having their party before taking children to help. Sometimes women need a break and they are having a party to escape children, have adult conversations and NOT BE AROUND CHILDREN. If you take a teenager to help, they are definitely able to squirt paints and help but please consider what they might hear or see.

**THIS PAGE MUST BE SIGNED AND RETURNED HARD COPY OR VIA EMAIL BEFORE  
YOUR FIRST PARTY!**

Acknowledgement of Receipt of Handbook/Contract for CREATIVE GATHERINGS

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

I acknowledge that I have been provided with a copy of the Creative Gatherings (the "Company") Handbook, which contains important information on the Company's policies, procedures and benefits, including the policies. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described are intended as a contract that I am expected to follow. I specifically understand and agree that relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. These changes must be presented in writing. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Handbook/Contract. I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

Ann Zinyemba/Kelly Ivey  
Owners

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

FRANCHISE OWNERS

PRINT YOUR NAME \_\_\_\_\_

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

FRANCHISE LOCATION: \_\_\_\_\_