

gary kissiah

light on law

{for yoga teachers}

a guide to legal wellness

light on law

{for yoga teachers}

Also by Gary Kissiah

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1

The Meeting of the Minds

We discuss why you should enter into written agreements, the importance of the “meeting of the minds,” how to make a simple letter agreement, and the ten issues that should be considered in all agreements.

We learn how to use agreements, how to amend agreements and how to respond if we do not understand an agreement we are asked to sign.

Introduction

How Do I Make My Own Legally Binding Agreement?

Do Not Use Oral Agreements

Amend Your Agreements

Read and Understand Your Agreements

The Many Types of Agreements



When the yogi is firmly established in non-violence, hostility is abandoned in his presence.

Yoga Sutra 2.35 (Ahimsa)

INTRODUCTION

Many of us in the yoga and wellness community are reluctant to use formal legal agreements because we feel it suggests a business and money oriented perspective on our relationships. We may feel that negotiating and signing formal agreements violates the true spirit of our community which we trust will act in an ethical, honest and reasonable way. Furthermore, most owners of yoga and wellness businesses are very busy, do not have legal expertise and do not want to spend money on expensive lawyers. This leads to the customary practice of using oral agreements, emails or generic forms to establish the terms of our business relationships.

Yoga and wellness have become a big business and we are subject to the pressures of a complex legal, economic and business world. We are subject to lawsuits, regulation and taxation. We are involved in commercial relationships of all kinds: leases with landlords, bank loans, agreements among co-owners, purchases of merchandise for boutiques, insurance policies, releases from students, website agreements, retreat agreements and

agreements with teachers. To comply with employment and tax laws, we must sign agreements that meet certain legal tests. If we hire a lawyer or an accountant to help us navigate the maze, we must sign an agreement with them!

Legal agreements serve many different purposes. They reflect the mutual obligations of the parties in a business relationship, meet regulatory requirements, establish the ground rules for an event or activity and provide protection from liability. A well-written agreement will lessen the chances of disputes, help maintain healthy business relationships, avoid tax and regulatory liabilities, and protect against lawsuits and personal injury liability.

On the other hand, the use of poorly understood template agreements, agreements found on the Internet, email agreements based upon exchanges of emails and oral agreements often leads to disputes because they fail to reflect a “meeting of the minds” between the parties.

We must change our business practices and begin using formal agreements. The legal and business world in which we live is too complex and the potential for liability and disputes has become too great to continue business as usual.

I am not advocating hiring lawyers to write formal legal contracts for every situation. Rather, we should begin using simple letter agreements that clearly reflect the “meeting of the minds.”

The process of preparing a legal agreement is an important opportunity to have a heartfelt “meeting of the minds” in which

2

Protecting Yourself Against Liability: The Three-Limbed Strategy

We discuss the three limbed-strategy you should use to protect yourself from personal injury and other legal claims.

This strategy is to get a release from liability that covers you as the teacher, make sure that you are covered by insurance and use careful teaching strategies.

Introduction
The Release of Liability
Effective Insurance Coverage
Careful Teaching Strategies
Current Litigation in the Yoga World



CHAPTER 2- PROTECTING YOURSELF AGAINST LIABILITY: THE THREE-LIMBED STRATEGY

When the yogini is firmly established in truthfulness, she attains the fruits of actions without acting.

Yoga Sutra 2.36 (Satya)

INTRODUCTION

The most common source of liability for yoga and other wellness teachers stems from injuries suffered by students in classes and workshops. Although lawsuits remain fairly rare, the probability of lawsuits is increasing for several reasons.

First, yoga has grown into a big business and this inevitably attracts the attention of personal liability lawyers. These lawyers see the stories in the mainstream press regarding yoga injuries and the growth of the industry and become more interested in taking these types of personal injury cases.

Second, there has been a proliferation of new and inexperienced yoga teachers that have been produced by the rapid expansion of yoga teacher training programs sponsored by yoga schools. This development, coupled with an increase in mainstream interest in yoga and the influx of new students, may well increase the chances of injuries. This is aggravated by the rise of new,

extreme forms of yoga and hot yoga studios.

It is time for the yoga and wellness world to begin considering risk management strategies to moderate exposure to these types of lawsuits and claims.

Since it is not possible to completely eliminate the risk of harm to students and the potential for lawsuits, our legal goal is to reduce the probability of personal injuries and other types of claims occurring in the first place. If we can reduce the risk of harm to our students, we will have reduced the risk of lawsuits and claims.

You will need to coordinate your strategies with the studios to reduce these risks.

If a student is harmed and decides to consult with a lawyer to evaluate the possibility of filing a lawsuit, you'll want the facts to show that you have strong defenses so that they will be discouraged from filing a lawsuit. If a lawsuit is filed, with strong defenses you may be able to negotiate a favorable settlement rather than going to trial. If the matter does go to trial, you'll want to be able to present the strongest possible defense and to defeat the claims.

To protect yourself from liability for personal injury and other types of legal claims, use the three-limbed strategy. This includes obtaining a release from liability that specifically covers you as a teacher, making sure that you are covered by insurance, and using careful teaching strategies.

You should use the three-limbed strategy as a way to reduce your exposure to personal injury liability. You should coordinate with the yoga studios where you teach to implement this strategy. The three-limbed strategy is:

1. All students must sign a well-drafted form of release that releases both the studio and its teachers from liability. This includes releases for workshops, retreats and teacher training programs. It must specifically release teachers from liability.
2. You must have effective insurance coverage.
3. You must use appropriate and careful teaching strategies to minimize the risk of harm to the students and the potential for a claim or a lawsuit if they suffer an injury in class.

THE RELEASE OF LIABILITY

Make sure you obtain a release of liability from each student at every studio where you teach. Make sure that the form of release specifically includes teachers. Many forms of release only cover the studios and do not cover the teachers.

If you teach private lessons, workshops or lead retreats, make sure that you obtain a release from your students.

All students attending classes at a studio must sign a release of liability. A well-drafted release should describe all of the services and activities provided by the studio and teachers; require

the student to assume the risk of harm from participating in the activities; waive all claims against the studio, teachers, owners, employees and independent contractors; require the student agree that he or she will not engage in any inappropriate conduct; attest that the student is in good medical condition; and give permission to take photographs and videos.

The release of liability should include teachers within the definition of the parties who are covered by the release. My review of many forms of releases routinely used in the yoga world shows that most of them do not include the teachers within the scope of the release.

Therefore, in many situations, if you are a teacher you are not covered by the release! Since it is impractical for you to get students to sign a second release specifically protecting you, the studio's release must cover the teachers.

You must review the forms of release used at every studio where you teach and make sure that they specifically release teachers from liability.

The release is an important barrier to liability because there could be many situations in where you may not be protected by your insurance policy. Some examples of this are the claim being excluded from coverage, an accidental failure to pay the premium so coverage has lapsed, the insurance company wrongfully denying a claim, the value of the claim exceeding the limits of the insurance policy, a failure to report the claim within the time limits of the policy, or a bankruptcy of the insurance company.

3

Starting and Running Your Yoga Business

We discuss the basics of organizing and running your yoga business.

We explore some sources of entrepreneurial inspiration, writing business and marketing plans, whether you should use a legal entity and how to organize an entity, and the nuts and bolts of local regulations and permits.

Getting Started

Social Media Marketing

Should I Use a Legal Entity for My Business?

What Type of Legal Entity Should I Use?

How Do I Organize My Limited Liability Company?

What Are The Legal Responsibilities For My LLC?

Be Protected By Your Legal Shield

Nuts and Bolts-Permits, Registration and Taxes

Be Protected By Your Legal Shield



CHAPTER 3- STARTING AND RUNNING YOUR YOGA BUSINESS

When the yogini is firmly established in non-stealing, precious jewels come.

Yoga Sutra 2.37 (Asteya)

GETTING STARTED

If you are starting your new yoga business or expanding into new areas, I wholeheartedly recommend a new book by Darren Main. Darren is a yoga and meditation teacher who lives in San Francisco, California. He has written several books on yoga including “Yoga and the Path of the Urban Mystic,” “Spiritual Journey along the Yellow Brick Road” and “Inner Tranquility.”

His newest book is entitled “The Yogi Entrepreneur: A Guide to Earning a Mindful Living Through Yoga.” Darren provides us with the benefit of his lifelong experience teaching yoga. He covers such areas as making the initial decision of becoming a yoga teacher and a yoga entrepreneur, professional ethics, accounting, taxes and insurance, leading workshops and marketing your offerings. It is an excellent resource on how to mindfully build a thriving business based upon the authentic principles of yoga. Here is the link to Darren’s website:

<http://darrenmain.com/>

Another very useful book is by Chris Guillebeau. It is called the “\$100 Startup: Reinvent the Way You Make a Living, Do What You Love, and Create A New Future.”

This book is written in a very friendly and approachable style and contains many worksheets to help you focus your ideas and develop a roadmap to success. Here is the link to his website:

<http://chrisguillebeau.com/>

Another muse that I suggest you consider is Danielle LaPorte. Danielle is a life coach who is an innovative creative and marketing expert. Her books “The Desire Map” and “The Fire Starter Sessions” are masterpieces of helping us set right goals, break through roadblocks and find creative pathways to meet our business goals. Here is the link to her website:

<http://www.daniellelaporte.com/>

Finally, for expert advice on marketing and for general inspiration, I recommend Seth Godin. He was an early innovator in the area of permission and content marketing and has written many best selling books on marketing and leadership. His blog and writings are excellent and he gives away lots of high quality content. Here is the link to his website:

<http://www.sethgodin.com/sg/>

YOUR BUSINESS PLAN

I recommend you prepare a formal business plan. This will help you clarify your goals, and develop a roadmap to help you attain your goals. The process of reducing your business plan to a formal writing is an important step in the process of launching your new business. If you do not know where you are going, you may end up somewhere else!

There are many products available that will help you define the “nuts and bolts” of the business. However, in order to write your business plan, you will need some inspiration and guidance in setting goals you wish to achieve. For a selection of resources on writing business plans and business inspiration, see Appendix A-3.

Although there are many books that seek to guide entrepreneurs in starting new businesses, particularly in the Silicon Valley start-up world, I recommend that Guy Kawasaki’s classic book the “Art of the Start: The Time-Tested, Battle-Hardened Guide for Anyone Starting Anything.” Guy is a former Apple executive and is a venture capitalist in Silicon Valley. He is an experienced, insightful and inspirational entrepreneur that advises many start-up companies on how to succeed.

This book is written in conversational and easy-to-understand language and is designed to help you focus on building a solid framework for starting your new business. In the Art of the Start,

Guy describes his “great ideas for starting things” in five simple principles. For a Silicon Valley executive, they are surprisingly yogic in nature!

His five principles are:

Make Meaning

Make Mantra

Get Going

Define Your Business Model

Weave a Mat (Milestones, Assumptions, and Tasks)

You can get a free copy of his manifesto which summarizes the principles discussed in the Art of the Start here:

<http://changethis.com/manifesto/show/1.ArtOfTheStart>

I also recommend that you subscribe to Guy’s blog which is full of useful information. You can find it here:

www.guykawasaki.com/

SOCIAL MEDIA MARKETING

The best book on social media marketing that I know of is by Dave Evans. Dave has spent a lifetime in marketing and has been involved in social media marketing since its genesis. His book is called “Social Media Marketing: An Hour a Day.” Here is the link on Amazon:

<http://tinyurl.com/a5qgkqv>

Another expert on social media marketing that I admire is Chris Brogan. Here is the link to his website:

<http://www.chrisbrogan.com/>

SHOULD I USE A LEGAL ENTITY FOR MY YOGA BUSINESS?

If you only teach classes and give workshops, you do not need a legal entity.

However, as your business grows and becomes more complex, you may need a legal entity.

If you sell products over the Internet, you should use an entity for protection against product liability.

A single member limited liability company protects you against liability. In most cases it is the best entity for yoga teachers.

Most yoga teachers run their yoga businesses as sole proprietorships. If you have not formed a legal entity such as a LLC or a corporation, then you are a sole proprietorship. If you are a sole proprietor and are selling products, you are exposed to product liability claims which may arise if you sell a product to someone and they are injured by the product.

The main reason you may want to organize an entity is to protect your personal assets from claims, debts, liabilities and judg-

ments that may arise out of your yoga business if one of your students suffers a personal injury in your class or retreat and files a lawsuit.

You may be personally liable for the amount of the settlement or judgment that a court may award the injured party. Thus, your personal bank accounts, assets and income can be taken to satisfy the settlement or judgment.

If you have an insurance policy, it may protect your from liability. However, your personal assets may be exposed if your policy expires because you failed to pay the premiums, if the liability is not covered by your insurance policy, or if the judgment against you is greater than the limits of the policy.

If you have a legal entity in place and if you conduct your business through your entity, then only the assets of the entity are used to pay the judgment. If the entity does not have enough assets to pay the judgment, the entity can file for bankruptcy. Your personal assets may not be seized by the judgment creditors.

The reasons that you may not want to form an entity are: the organizational costs in the form of legal, accounting and filing fees; the administrative burden of maintaining the entity; and taxes. Naturally, some entities are more expensive to organize and maintain than others, and there are various costs and benefits associated with the various forms of entities that are available.

The decision of which entity to choose will have far reaching

4

Legal Agreements

We explore the many different kinds of agreements that you may need in your teaching business.

These include your teaching agreement with the yoga studios, your release from liability, and retreat, coaching and webinar agreements.

Start Using Agreements!
Your Teaching Agreement
Release Me!
Workshop Agreements
Retreat Agreements
Teacher Training Program Agreements and Immersions
Coaching Agreements
Webinars, Telecourses and Online Classes
Corporate Yoga Agreements



CHAPTER 4- LEGAL AGREEMENTS

When the yogini is firmly established in moderation, vitality is gained.

Yoga Sutra 2.38 (Brahmacarya)

START USING AGREEMENTS!

Use agreements with your students and studios to avoid di and protect you from liability.

There are many agreements that you should enter into with your students and the studios where you teach. There are two important reasons why you should use these agreements. The first is to document the terms of your relationships so that you avoid disagreements. Disagreements often leads to stress, unhappy relationships, and potential damage to your reputation. The second is to protect you from liability from students and studios.

Let's explore sponsoring a retreat to illustrate these principles.

If you are individually sponsoring a retreat, every student who attends the retreat should sign a retreat agreement with you. The retreat agreement should cover such matters as pricing information, health and fitness information, cancellation and re-

fund policy, a description of the specific risks of the retreat, and the release from liability.

I have seen several situations where students on retreats have demanded their money back and additional compensation because retreats were cancelled or changed due to weather, political or other problems beyond the teacher's control. A retreat agreement will protect you from these risks.

Using a retreat agreement is even more important if the retreat is being held in a foreign country because there are often more risks involved in international travel than domestic travel.

YOUR TEACHING AGREEMENT

Make sure you have a written agreement in place with all studios where you teach.

Negotiate your agreement with the studio.

The best practice is for you to begin your teaching relationship with a new studio with a heart-to-heart discussion with the owner. There are many issues to discuss and you should not sign the studio's standard form agreement or start teaching without using an agreement at all!

When you and the studio have reached a "meeting of the minds" on your relationship, the agreement should be reduced to writing and signed.

The agreement between you and the studio is the heart of your yoga business. It should not be viewed as merely a form to be signed but should reflect your actual working relationship with the studio. Do not use oral agreements.

Do not be afraid to negotiate your relationship and do not feel obligated to sign the agreement that the studio gives you because it is “a standard form that everybody signs.”

In many cases the agreement is a badly prepared template that has been modified many times by people without legal experience. Further, the studio may not understand what the form means from a legal point of view. Read the form, understand its provisions, and discuss any provisions that you do not understand.

In all studio and teacher agreements there are several key issues that you need to negotiate.

The first key issue is your compensation. Make sure that you carefully discuss your compensation and the agreement reflects your meeting of the minds.

What is the amount of the compensation and when will it be paid? Will you be paid a flat rate per class or will payment be contingent upon the number of students in a class? How will your performance be evaluated? Can you earn any bonuses or increased compensation based upon performance? Will you have the opportunity to join the studio as a co-owner if certain goals are met? What are those goals and how would the amount

of the ownership interest be determined?

The second key issue is protection from liability. If you are an employee of the studio, make sure that the studio’s insurance policy covers you from liabilities resulting from any injuries to students. If you are an independent contractor, do not expect to receive insurance coverage from the studio because this is a key factor that could turn your relationship into an employer-employee relationship.

The third key issue is the right of the studio to terminate you. Many studios will want the right to terminate you “at will.” This means that the studio can terminate you at any time and it does not have to provide you with any reason for the termination. This is a one-sided and unfair arrangement. Try to negotiate the studio’s right to terminate you only “with cause.” This means that the studio must have a valid and defensible reason for terminating you, and the reason should be spelled out in the agreement. This may be a breach of the code of conduct, failure to teach a required number of classes, chronic lateness to classes and student complaints, and similar reasons. You should seek to make these as objective as possible.

The fourth key issue is that you should be given notice of any termination of your employment relationship. The standard period is 30 days. Even if the studio has the right to terminate you “for cause” or “at will,” you should have the right to receive reasonable, advance notice of the termination. By receiving advance notice of termination, you will have an opportunity to resolve the issue that may be causing the studio to want to terminate you.

7

Websites and Social Media

We discuss a wide variety of laws that affect your business activities on the Internet.

These include protecting the domain name of your website, protecting yourself from liability resulting from selling products through your website and your privacy obligations.

Clear The Domain Name For Your Website
How To Conduct A Trademark Search
Establish Your Common Law Trademark Rights
Use Your Trademark To Protect Your Domain Name
Use Copyright To Protect Your Website
Make Sure Your Website Content Does Not Infringe
Can I Use Content I Have Downloaded?
Selling Products Through Your Website
Website Terms of Use
Privacy
The CAN-SPAM Act
Blogging
Current Issues in Social Media
Website Designers and Building Your Website



CHAPTER 7- WEBSITES AND SOCIAL MEDIA

Contentment brings supreme happiness.

Yoga Sutra 2.42 (Samtosad)

CLEAR THE DOMAIN NAME FOR YOUR WEBSITE

You must conduct a trademark search on your domain name before you invest money in launching a website or branding products.

After you find a domain name that you like, do a free trademark search on the trademark database provided by the Patent and Trademark Office to make sure someone does not own the trademark to your domain name.

If your new domain name does not infringe a trademark, protect your domain name by creating a trademark.

Almost all yoga teachers maintain a personal website. Some of these sites provide basic information about teaching schedules as well as inspirational resources and writings. Other sites provide platforms for the many different business activities that an entrepreneurial teacher may be pursuing.

Before you launch your website, it is important to determine

whether someone else owns a trademark that is identical or similar to the domain name that you want to use. If your new domain name infringes a trademark, you may be sued for trademark infringement even if you are the owner of the domain name. For more information on trademarks and infringement, see “Chapter 5-Branding Your Yoga Business-What Is Trademark Infringement?”

To illustrate the idea, let’s assume that you have created a new yoga brand called “Bendy Yogini” and you have purchased the “BendyYogini.com” domain name from Go Daddy. If someone else has established trademark rights in the name “Bendy Yogini” before you launch your “BendyYogini.com” website, then your use of your domain name may infringe their trademark. If the owner of the “Bendy Yogini” trademark decides that your use of the “BendyYogini.com” domain infringes its trademark, you may receive a “cease and desist” letter from their lawyers and be forced to take down your website. Furthermore, if you have used the domain name “Bendy Yogini.com” in your marketing and advertising campaigns, you may be required to stop your campaign and remove the infringing material from the market. The owner may also assert damages against you for trademark infringement.

To prevent these problems, you should run a trademark search on “Bendy Yogini” to determine if anyone has a trademark in that name.

HOW TO CONDUCT A TRADEMARK SEARCH

After you have found a domain name that you want to use, your first step is to determine if it infringes someone else's trademark. You do this by using the free trademark search database provided by the Patent and Trademark Office (the "PTO"). This database is known as "TESS" which stands for the "Trademark Electronic Search System". Your search will disclose if anyone has federally registered a trademark with the same or similar name. Here is the link to TESS:

www.uspto.gov/trademarks/index.jsp

Search Go Daddy to see if any companies have domain names that are similar to the one that you want to use.

Use Google to search for your domain name. This will reveal if other companies are using a brand or domain name that is similar to your proposed domain name. For more information about trademark searches see "Chapter 5-Branding Your Yoga Business-Why Should I Do a Trademark Search?"

If you find that a business similar to yours is using the .com domain name of your proposed brand, then you probably cannot use a .net or .org domain name without running the risk of infringing any trademarks that the owner of the .com domain may have. This is because consumers may be confused as to the source of the goods and services being offered for sale. Since the standard for trademark infringement is "likelihood of confusion," your domain name does not have to be identical to infringe. It only needs to be similar enough to cause consumer confusion. In this case, the use of your use of the name may be

infringing.

ESTABLISH YOUR COMMON LAW TRADEMARK RIGHTS

Finding the right brand and domain name for your business that does not infringe someone else's trademark can be difficult. However, after you have found this sometimes elusive combination, you should establish your trademark by placing it in the "stream of commerce." Placing your trademark in the "stream of commerce" means that you have attached the mark to a product or service and have sold that product or service in the marketplace.

This will establish your common law trademark rights and provide you with important protections. Common law trademarks are free and give you important trademark protection!

When you place your name, brand or logo in the stream of commerce, you must attach the proper legend to your trademark. The proper legend is "TM" for a trademark. You should start using the "TM" legend from the moment you decide to claim your rights in a mark. You should place this legend immediately after every place where you use your business or brand name on your website and in your print literature. You should establish your common law trademark rights even if you do not intend to file an application to register the trademark with the PTO. For more information about establishing common law trademark rights see "Chapter 5-Branding Your Yoga Business-How Do I Trademark My Brand or Studio Name?"

9

Taxation and Regulation

We discuss the many tax and other regulatory laws that affect yoga and other wellness teachers.

We discuss work for trade.

We also consider the laws that prohibit practicing medicine and day care centers.

Independent Contractors and Employees
State and Local Tax and Regulatory Issues
Tax Savings For Independent Contractors
Bartering and Work For Trade
Do Not Practice Medicine
Be Aware of Laws Regulating Day Care Centers



CHAPTER 9-TAXATION AND REGULATION

Through Self-study comes union with one's chosen deity.

Yoga Sutra 2.44 (Svadhyaya)

INDEPENDENT CONTRACTORS AND EMPLOYEES

Yoga studios and other employers must properly characterize their teachers, therapists and staff members as either independent contractors or employees. If they do not, they may need to amend their tax returns, report additional income to their workers and pay taxes and penalties imposed by both federal and state tax authorities.

As a yoga teacher you care about being properly characterized because it determines whether you can deduct your business expenses.

For tax purposes, teachers, therapists and staff members are characterized as either independent contractors or as employees. An owner of a yoga or other wellness business you must properly characterize every worker involved in its business in one of these categories so that it can correctly calculate and pay its tax obligations.

Be aware that both the federal and state tax authorities have stepped up their auditing of business who use independent contractors in an attempt to generate more tax revenue. The tax authorities want to show that these workers should have been classified as employees rather than independent contractors so they can collect more tax revenues and assess fines and penalties. If a business mischaracterizes its workers it may face severe penalties at both the federal and state level.

Because many yoga and wellness businesses are small, teachers and therapists are usually characterized as independent contractors. This relieves the business from the administrative and economic burden of accounting for and paying federal and state taxes.

For workers who are characterized as employees, the business must withhold a portion of their salary to pay federal and state taxes such as income taxes, Social Security, Medicare taxes and unemployment taxes. For workers who you characterized as independent contractors, they are responsible for paying their own taxes and the business does not withhold tax payments.

Teachers often prefer to be characterized as independent contractors because they frequently teach at multiple studios and want the same tax treatment. In addition, there may be significant tax advantages, such as the ability to deduct ordinary and necessary expenses incurred in connection with their businesses. However, independent contractors do not

enjoy the benefits that are usually provided to employees.

Properly characterizing workers as employees or independent contractors is complicated because there are several tests under federal and state law and they do not use the same criteria. Furthermore, it is not safe to rely upon an “industry standard” or “custom” or “everybody does it that way” to automatically treat certain kinds of workers as independent contractors.

To meet the federal and state tests for independent contractor status, studios must use professional documents drafted by a lawyer. Yoga teachers should work with their studios to put proper documents in place.

See Chapter 8- Independent Contractors and Employees for a comprehensive discussion of independent contractor status under both federal and state law.

STATE AND LOCAL TAX AND REGULATORY ISSUES

There is increasing interest on the part of government to regulate and tax the yoga and wellness community. These efforts range from tightening and enforcing the independent contractor rules to levying local taxes and imposing new regulations.

Everyone in the yoga and wellness world, whether students, teachers, therapists or owners, should keep abreast of these developments since they may significantly affect the viability of your practice.

The tax and regulatory regime for the yoga and wellness community is rapidly evolving. This is driven in part by the desire of regulators to reap more tax revenues from the yoga and wellness communities. We should also be aware that the recent scandals in the yoga community may cause some regulators to consider imposing licensing and other requirements on the yoga community. Because the yoga world has grown into such a large and high profile community, it has drawn the attention of regulators.

It is important to keep abreast of these developments because they may directly affect the economic viability of your business, the amount of your personal income or require you to comply with burdensome and expensive regulations. If you become aware of these developments, you can help organize the community and resist these types of burdens.

The developments in New York are an excellent example of what may be in store for the yoga and wellness community in other states. In New York, there have been a number of attempts to tax yoga and wellness studios, and I anticipate that these types of issues will arise in other states. It is instructive to understand the tax developments in New York so that you can be sensitive about any similar movements of the tax and regulatory authorities in your home state who may want to take positions similar to those in New York.

In New York, there are three major regulatory issues:

My Books and Resources

LIGHT ON LAW: A GUIDE TO LEGAL WELLNESS FOR YOGA STUDIOS

This book is a guide to the most important legal, business and regulatory issues that yoga studios, entrepreneurs, and other wellness businesses face today. It is written from the perspective of studios and other business rather than that of the teachers.

The book is over 200 pages and includes over 35 essential legal forms. The forms have been prepared specifically for the yoga and wellness communities.

They are designed to empower you to create your own agreements in most cases so that you are legally protected without having to spend money on a lawyer.

The graphic design is similar to this book. The book is an eBook and it is available on my Website:

<http://garykissiah.com/>

THE YOGA SUTRAS OF PATANJALI: ILLUMINATIONS THROUGH IMAGE, COMMENTARY AND DESIGN

The Yoga Sutras are one of the most important works on yoga. Like pearls on a thread, the Sutras embrace the entire science of yoga: its philosophy, practices, and moral code.

Many translations of the Sutras are academic and technical. Our attempts to understand the Sutras often become tedious, difficult and unrewarding.

Our book takes a new approach. Each Sutra is presented in a beautiful layout that contains the Sanskrit text, an English translation, imagery that illuminates the Sutra and a commentary. The commentaries are drawn from spiritual writings from a variety of traditions. The book includes space for journal entries and is ideal for teacher training programs.

To see samples of the book and read a review on the book in

Yoga Journal click here:

<http://lilaprana.com/yoga-sutras/sample-the-book-2/>

To buy the book on Amazon. Click here:

<http://tinyurl.com/aavzlen>

WORK WITH ME

I offer both traditional legal services and legal consulting services to yoga and wellness businesses. If you are located in Texas (where I am a member of the State Bar), I can provide you with a full range of legal representation. If you live outside Texas, I may provide you with legal consulting services.

I am a yoga teacher and have practiced business law for over twenty years. I am passionate about supporting the yoga and wellness community and I specialize in its legal and business matters.

If you have purchased either of my Light on Law books I will be happy to assist you in completing any of the agreements in the book.

If you would like to work together, please contact me at lilalabs@gmail.com.

LIGHT ON LAW NEWSLETTER:

Keep current on new developments on law! Sign up for the Light on Law Newsletter here:

<http://garykissiah.com/>

MY WEBSITE

Information about myself and my offerings may be found here:

<http://garykissiah.com/>

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APPENDIX A-THE FORMS LIBRARY

Version 2.0-May 15, 2013

This is the second version of our Forms Library. We will be upgrading and expanding these forms to provide you with the very best set of forms to support your yoga business. We would appreciate it if you would give us your feedback as you work with the forms. We would like to know if you have found the forms easy to work with, if you found any “bugs” in the forms, and if the instructions give you enough guidance to prepare the forms yourself. We would also be interested in knowing if there are any forms that you need for your business that are not currently included within the Forms Library.

You can contact me at lilalabs@gmail.com

We are grateful for your support of our Forms Library and appreciate any help you can give us to improve the Forms and to better serve the yoga community as a whole!

For information about my other books, my workshops and legal services, please see my Website here:

<http://garykissiah.com/>

Gary Kissiah

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