

gary kissiah

light on law

{for yoga teachers}

a guide to legal wellness

light on law

{for yoga teachers}

Also by Gary Kissiah

Light on Law for Yoga Studios: a guide to legal wellness

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<http://www.garykissiah.com>

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My Books and Resources

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

This book is a guide to the many legal 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 37 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 buy the book in an eBook version click here:

<http://garykissiah.com/>

To buy the book on Amazon in a print version 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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All of the materials in the book, including the forms, are offered to provide you with basic information only. Although we have written this book with great care to make it as accurate and as useful as possible, we do not represent or warrant, either expressly or impliedly, that these materials will address every legal issue in the area which you are exploring, or that they are complete and accurate. These materials are general in nature and were written to cover the most common and typical situations. Your particular situation may be quite different and may require legal positions and compliance efforts that are different than those set forth in this book. The legal system changes rapidly and the statutes, laws, regulations and interpretations that were in effect on the date of publication of this book will change in the future and these changes may require different legal positions than those recommended in this book. There may be state and local laws and regulations that may significantly change the recommendations made in this book and you will need to discuss these with your local counsel. This book is not intended as, nor is it offered as, legal advice. You should not rely upon any statement within this book as legal advice. Your use of this book and the forms does not create an attorney-client relationship. You should seek specific legal or accounting advice before taking any action with respect to information contained in this book and the legal forms. You accept and assume the full risk in using this book and the legal forms. We are not responsible for any information contained within any third-party websites or materials that are referred to in, or that can be accessed through hypertext links contained within this book. You accept and assume the full risk in using this book and the forms and, by your use of downloading this book or the use of a form agreement, you hereby release Lilalabs Publishing LLC and Gary Kissiah from any liability, claim, or expense whatsoever.

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

both parties to the agreement explore and understand their obligations in the relationship. This builds the foundation for a healthy relationship and often opens important creative possibilities. The chances of a dispute or lawsuit are greatly reduced because the parties understand their respective obligations and they are clearly reflected in an agreement.

Through the process of forming our legal agreements, we can create strong business relationships.

During this process, we will learn if we can work together. Can we communicate, compromise and reach resolution in the spirit of fairness and even compassion toward another's viewpoint?

When both parties have thoughtfully discussed all of the issues, understood each other's perspective, and reached a fair and reasonable agreement, there is a "meeting of the minds".

The process of preparing an agreement forces us to consider our business relationships in careful and thoughtful ways.

What are all of the issues that could arise and how can we address them so that we start our relationship in alignment? Through the process of discussing and resolving the issues, important learning opportunities arise. Can we work with each other? Can we communicate, understand each other's perspective and reach resolution in the spirit of fairness, compromise and even compassion?

If we cannot communicate during the negotiation stage, we may

conclude that it is unwise to enter into a relationship. It may be better to walk away from the situation rather than launching into an ill-advised relationship and then becoming involved in a dispute.

Even the most complex and comprehensive contract cannot cover all of the issues that will evolve as circumstances change. In the yoga world, we accept the principle of impermanence. This holds true in the legal and business world as well. Our agreements must be flexible and have room to breathe as things change.

Agreements are only frameworks for our relationships. We must be able to work together in a spirit of reasonableness, fairness and compromise to resolve issues as the world changes and our relationships evolve. If we find that we cannot do this through the negotiation process, then the wisest course may be to not enter into an agreement in the first place.

In order to arrive at a meeting of the minds, we must identify all of the issues that may arise in the proposed relationship and attempt to resolve them in a fair and reasonable manner. This often takes the form of "brainstorming" which is a good way to creatively explore the scope of the relationship. Sometimes this illuminates other ways to expand the relationship. This may lead to a deeper and more fruitful relationship than you originally imagined. It is time well spent!

As you discuss your business relationships, it may be helpful to write down a list of all of the issues and the proposed resolution

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



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 Yoga 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



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>

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



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 disputes and to 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 a teacher. Under what circumstances can the studio fire a teacher? Can the studio fire a teacher “at will” or does the studio need to show “cause” or a good reason to fire the teacher?

The right to terminate a teacher “with cause” means that the studio must have a valid and defensible reason for terminating a teacher, 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. As a teacher, you want the studio to agree to terminate you only “with cause.”

The fourth key issue is that you should be given notice of any termination of your employment relationship. The standard period is 30 days. 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. If that is not possible it will give you time to find another job and get

5

Branding Your Yoga Business

We discuss the laws of trademark. These laws determine how you can protect your logo, your brand name and the domain name of your website.

We discuss how you can get both common law trademark protection and how you can register your trademark with the Patent and Trademark Office.

We explore several ways to search for trademarks that you are considering using.

What Is A Trademark?

How Do I Trademark My Brand Name?

What Is Trademark Infringement?

Why Should I Do A Trademark Search?

Create A Distinctive Trademark To Get Protection

How Do I Register A Trademark?



When the yogi is established in non-possessiveness, knowledge of the how and why of existence arises.

Yoga Sutra 2.39 (Aparigraha)

Branding has become an important strategy for building yoga businesses. We are now seeing branded yoga practices, the consolidation of studios into local groups under a common name, national chains of studios, and brand names for clothes, yoga products and accessories. Many yoga teachers are now branding their style of teaching.

Your brand can be a very valuable asset of your business and you must protect your brand for two important reasons.

First, you do not want to create a brand name, spend a lot of money to build value in your brand and then find out your brand infringes someone's intellectual property rights. You could be forced to withdraw your brand and your branded products from the market.

Second, you may want to prevent other people from using your brand or a deceptively similar brand to sell their competing products. This will dilute the value of your brand, confuse your customers and may hurt your sales.

To understand how to build the value of your brand and to ensure that you are not infringing someone else's legal rights you should understand the basics of trademark law.

WHAT IS A TRADEMARK?

A trademark is a word or symbol that identifies your product, brand or business name and distinguishes it from those belonging to your competitors.

Your trademark must be distinctive to qualify as a trademark. The more distinctive your mark, the more legal protection you get.

A trademark is a word, symbol or phrase that is used to identify your product, brand or business name and to distinguish it from those belonging to someone else. For example, the trademark "Apple" identifies computers made by Apple and distinguishes them from computers made by Microsoft. Similarly, the trademark "Coca-Cola" distinguishes the soda water made by Coca-Cola from that made by Pepsi.

"YogaWorks," "Bikram Yoga" and "CorePower Yoga" are examples of trademarks used in the yoga world and reflect very different yoga practices.

The purpose of trademarks is to make it easier for consumers to recognize the source of a good in the marketplace and to give them confidence that they will have a positive experience if they

buy the good. For example, if a yoga student takes a class in a Bikram Yoga studio anywhere in the country, the student will know exactly what sort of yoga experience to expect. This is because Bikram Yoga has invested considerable money and effort into creating a very distinctive brand of yoga.

Trademark law prevents a business from using a name or logo that may be easily confused with a name or logo that a competing business is also using. If the use of a name or logo is likely to cause consumer confusion as to the source of the goods, then it may well infringe an existing trademark. For example, if you created a brand of yoga clothes and branded them “LuLu” you should expect a cease and desist letter from Lululemon’s lawyers because consumers will be confused as to whether your “LuLu” clothes were made by Lululemon.

HOW DO I TRADEMARK MY BRAND NAME?

You may trademark your brand name in one of two ways: (1) by establishing common law trademark rights; or (2) by being the first to register the mark with the PTO.

To create common law trademark rights, place the “TM” (trademark) designation next to your use of your trademark. This will give you some protection even if you do not register your mark with the PTO.

Trademarks are governed by both state and federal law. Federal law provides the most extensive protection for trademarks but state law protection may also be available.

You may establish trademark rights in one of two ways: (1) by being the first to establish common law trademark rights; or (2) by being the first to register the mark with United States Patent and Trademark Office (the “PTO”).

To establish common law trademark rights, you must be the first to use the mark in the stream of commerce. This means that you must sell an actual product with the mark placed on the product. To claim your common law trademark rights, place the “TM” (trademark) legend next to your use of your trademark. The purpose is to alert the public to your claim of ownership of the mark, regardless of whether you have filed an application with the PTO. You can start using the TM legend from the moment you decide to claim your rights in a mark.

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. If you establish your common law rights you will be able to use your trademark in the market where you established your rights even if someone obtains a federal registration of a trademark that is the same or similar to the one you have been using.

To illustrate, if you are the first to sell “Bendy Yogini” water bottles to the public, you have acquired a priority to use that mark in connection with the sale of your water bottles. This priority is limited, however, to the geographic area in which you sell the water bottles, along with any other areas in which you may be reasonably expected to expand. To assert your trademark rights

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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



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?"

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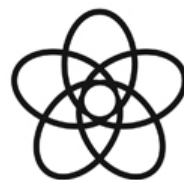
Independent Contractors and Employees

We discuss the many issues involving independent contractors and employees.

We discuss the federal and state tests that are used to properly characterize teachers as independent contractors or employees and the penalties that studios must pay if they get it wrong.

We consider how this affects teachers and what teachers should do to help manage this important issue.

Are Teachers Independent Contractors or Employees?
What Should Yoga Teachers Do?



Austerities destroy impurities and, with the resulting perfection in the mind, body and sense organs, physical and mental powers awaken.

Yoga Sutra 2.43 (Tapas)

ARE TEACHERS INDEPENDENT CONTRACTORS OR EMPLOYEES?

Federal and state tax authorities are aggressively auditing businesses and holding them responsible for mischaracterizing their workers as independent contractors rather than as employees. Their goal is to reap additional tax revenues and to stop abuse of independent contractors.

If a yoga studio where you work is audited and found to have mischaracterized its teachers, it may be subject to penalties under both federal and state law. The studio may go out of business or it may be required to treat all of its teachers as employees.

Yoga teachers should care about this because it affects their tax treatment and the viability of studios where they teach.

Most yoga studios run on the independent contractor model because they do not want to carry the burden of tax-compliance and regulation that is involved in employer-employee relationships. For federal income tax purposes, employers generally have to withhold and pay income, Social Security, and Medicare taxes on wages that they pay to common-law employees. Employers withhold part of Social Security and Medicare taxes from their employees' wages and pay a matching amount.

For California tax purposes, employers are responsible for reporting wages paid to their employees and paying Unemployment Insurance Tax and Employment Training Tax on those wages, as well as withholding and remitting State Disability Insurance Tax and California Personal Income Tax due on those wages. In addition, most employers must provide workers compensation insurance for their employees. A business is not responsible for these obligations if it uses independent contractors rather than employees. Accordingly, many businesses desire to characterize their workers as independent contractors rather than employees.

Federal and state governments are stepping up their enforcement efforts to obtain additional revenues based upon the misclassification of workers as independent contractors rather than as employees. Because governments are faced with large budget deficits, they view pursuing misclassified workers as a source of additional revenues. The Internal Revenue Service ("IRS") is currently auditing some 6,000 companies with respect to worker misclassification issues.

More than two-dozen other states—including California—are aggressively pursuing claims of misclassification to recover additional tax revenues. All businesses that engage independent contractors now face increased risk of audit and potential liability with respect to misclassification of their employees as independent contractors.

DETERMINING INDEPENDENT CONTRACTOR STATUS UNDER FEDERAL LAW

Determining whether a worker should be classified as an employee or independent contractor under federal law is complicated. In auditing businesses, the IRS looks at three categories of factors: behavioral control, financial control and relationship of the parties.

Many states use these IRS factors as well as including additional factors of their own to determine proper classification. The existence of a well-drafted independent contractor agreement that satisfies the independent contractor tests under federal and state law is an important factor in making the proper determination of the character of the relationship.

WHAT IS A STUDIO'S LIABILITY UNDER FEDERAL LAW IF IT MISCLASSIFIES AN EMPLOYEE AS AN INDEPENDENT CONTRACTOR?

If a studio misclassifies an employee as an independent contractor, it may be liable for unpaid federal taxes, penalties and interest on unpaid amounts. It may also be required to amend your income tax returns. If its mistake was honest, the penalty

will equal 1.5% of wages paid to the employee, plus 20% of the amount that should have been withheld for Social Security and Medicare taxes, plus 100% of the employer's matching share of Social Security and Medicare taxes. If the mistake was willful or if form 1099-MISC was not filed, then the penalties are dramatically increased. There may also be additional fines and interest.

Additionally, the teachers may lose many of the tax benefits and deductions of being self-employed. For example, they will no longer be able to deduct their reasonable and necessary business expenses or their travel expenses. Teachers who work at multiple studios may be treated as an employee at one studio and as an independent contractor at another studio. This creates a complicated and expensive tax compliance problem for the teachers.

WHAT IS A STUDIO'S LIABILITY UNDER CALIFORNIA LAW IF IT MISCLASSIFIES AN EMPLOYEE AS AN INDEPENDENT CONTRACTOR?

California is aggressively auditing businesses in an attempt to find violations of the new independent contractor law. Recent changes to California law impose severe penalties from \$10,000 to \$25,000 for each violation of misclassifying workers as independent contractors rather than as employees.

If a studio violates the new law, it must publicly display a "scarlet letter" notice for a year that it misclassified employees and that it will change its business practices to avoid further violations.

In late 2011, California passed a new independent contractor

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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 regulate 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



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:

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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A-1 Consignment Agreement

If you sell paintings, art works, jewelry or other goods on a consignment basis, use this form. Make sure that you clearly describe each of the works for sale and its price. In the preface replace "Bendy Yogini LLC" with the name of the studio or gallery which is selling the works.

[BENDY YOGINI LLC] Consignment Agreement

This Consignment Agreement (the "Agreement") is made this _____ day of _____ (the "Effective Date") by and between _____ ("Artist") and [Bendy Yogini LLC] ("Company"). For good and valuable consideration, the Artist and the Company agree as follows:

1. Agent

The Artist appoints Company as its agent for the purpose of exhibition and sale of the Works (as hereinafter defined) under this Agreement.

2. Consignment

The Artist consigns to Company and Company accepts on consignment those works of art set forth on Exhibit A and attached hereto (the "Works"). The Artist and Company may amend Exhibit A from time to time upon their mutual consent.

3. Warranty Of Authorship

The Artist hereby warrants that Artist (i) is the author all of the Works, (ii) has full right, title and interest in such Works, and (iii) has the legal right to deliver such Works to Company for consignment without infringing the intellectual property or contractual rights of any person or entity.

4. Term

The term of this Agreement will be for _____, with the right of either party to terminate this Agreement upon 30 days written notice.

5. Delivery And Removal

Packing and shipping expenses and risk of loss incurred in delivery of Works to Company shall be the responsibility of the Artist. For the return of the remaining Works to the Artist at the conclusion of this Agreement, Artist shall be responsible for all removal, shipping and packing charges.

6. Consignment

Title to the Works in Company's possession shall remain with the Artist until such Works are sold and the Artist's portion of the sale proceeds are delivered to the Artist. During the term of the consignment, Company shall be responsible for the safekeeping of all consigned Works. If the Works are stolen, damaged or destroyed, the liability of Company shall be limited to the amount the Artist would have received had the Works been sold.

7. Pricing

Company shall offer the Works at the prices set forth in Exhibit A. Company will not accept any lesser price without the prior written consent of the Artist. Company shall not sell any Works without payment in full without the written consent of the Artist.

8. Company's Commission

Company shall be entitled to receive a commission equal to _____% of the sales price of the Works.

9. Promotion Plan And Expenses

Company and the Artist shall mutually discuss and agree upon a promotional plan and the sharing of any expenses related to the promotion of the Works.

10. Reproduction

The Artist reserves the copyright in all Works. Company may, for the sole purpose of promoting the Works, photograph them for display on a Website, inclusion in a catalog, newsletter or flyer, or other promotional materials; provided that the Artist is credited as the creator of the work and the holder of the copyright and the promotion is in accordance with the promotional plan described in Section 9 above.

11. Inspection Of Books And Records

Company agrees to maintain reasonable and necessary books and records relating to the Works and the consignment contemplated by this Agreement. The Artist shall have the

To purchase Light On Law For Teachers, please click here:

<https://selfy.com/p/mN9n>