

LICENSE AGREEMENT

AGREEMENT made as of _____, 2013, by and between BarreElevate LLC, a Colorado limited liability company with an address at 290007 Upper Bear Creek Rd., Evergreen, CO 80439, hereinafter referred to as Licensor, and _____(insert name)_____, an individual with an address at _____(insert address)_____ hereinafter referred to as Licensee.

WHEREAS, Licensor is the creator of the BarreElevate method and is the owner of the service mark “BarreElevate” and the “BarreElevate logo” as shown on Exhibit A attached hereto (collectively the “Service Marks”); and

WHEREAS, Licensee wishes to use the Service Marks to indicate that they have completed the BarreElevate training from Licensor and to advertise and promote the BarreElevate services offered by Licensee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. License. Licensor grants to Licensee a non-exclusive license, according to the terms and conditions of this agreement, to a) use the Service Marks to indicate that Licensee has successfully completed the BarreElevate training program training of Licensor, and b) to use the Service Marks to advertise and promote the BarreElevate exercise instruction services offered by Licensee. All use of the Service Marks by Licensee shall be in a form and manner acceptable to Licensor in its sole discretion, and Licensee shall not modify or change the logo design or incorporate all or any part of the Service Marks in to any other marks or designs. Licensee may use the Service Marks on websites and on print materials to advertise and promote exercise instruction services that are fully in accord with the BarreElevate method (the “Services”), and not for any other services. Licensee may not use the Service Marks as any part of a business name, corporate name, domain name, trade name or facility name or location or on or in connection with any apparel or other goods. If requested by Licensor, Licensee will include the following notice, or any similar notice, with the use of a Service Mark: “BarreElevate is a service mark of BarreElevate LLC and used under license.”

2. Quality of Services. Licensee shall use the Service Marks only with the Services rendered by or for the Licensee in accordance with the guidance and directions furnished to the Licensee by the Licensor, or its representatives or agents, from time to time, if any, but always the quality of the Services shall be satisfactory to the Licensor or as specified by it. The Licensor shall be the sole judge of whether or not the Licensee has met or is meeting the standards of quality so established.

3. Inspection. Licensee will permit duly authorized representatives of the Licensor to inspect the premises of Licensee using the Service Marks at all reasonable times, for the purpose of ascertaining or determining compliance with Paragraphs 1 and 2 hereof.

4. Service Mark Uses; Samples. Licensee shall provide advance copies of all proposed uses of the Service Marks to Licensor for approval, and Licensee may not proceed with such use unless and until approved by Licensor. At any time, upon request by Licensor, Licensee shall provide Licensor with samples of all literature,

brochures, signs, websites, advertising and promotional material prepared by the Licensee that bears a Service Mark. Licensee will immediately revise or terminate any use of the Service Marks if so required by Licensor. When using the Service Marks under this Agreement, Licensee undertakes to comply substantially with all laws pertaining to service marks in force at any time in the Territory.

5. Extent of License. The license herein granted shall not be assignable or transferable in any manner whatsoever, nor shall the Licensee have the right to grant any sublicenses, except by prior written consent of the Licensor. The license is personal to Licensee.

6. Indemnity. Licensor assumes no liability to Licensee or to third parties with respect to the performance characteristics of the Services rendered by the Licensee under the Service Marks, and the Licensee shall indemnify and hold harmless Licensor against claims, losses, or damages arising from or relating to any services provided by Licensee.

7. Termination. Except as otherwise provided herein, this Agreement shall remain in full force and effect, but is terminable at the will of a party by not less than thirty (30) days prior written notice to the other party. If Licensee makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be either a voluntary or involuntary bankruptcy, then the rights granted herein shall forthwith cease and terminate without prior notice or legal action by Licensor. The terms of paragraphs 6, 8 and 9 shall survive termination of this agreement.

8. Ownership of Service Marks. The Licensee acknowledges Licensor's exclusive right, title and interest in and to the Service Marks and any registrations that have issued or may issue thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair part of such right, title and interest. In connection with the use of the Service Marks, Licensee shall not in any manner represent that she, he or it has any ownership in the Service Marks or registrations thereof, and all parties acknowledge that use of the Service Mark shall inure to the benefit of the Licensor. On termination of this agreement in any manner, the Licensee will cease and desist from all use of the Service Marks in any way and will deliver up to the Licensor, or its duly authorized representatives, all materials, tangible items and papers upon which a Service Mark appears.

9. Limitations. Licensee will not at any time adopt or use, without the Licensor's prior written consent, any word or mark which is likely to be similar to or confusing with the Service Mark. Licensee will not offer or provide exercise instruction comprising the BarreElevate method or portions thereof or any closely similar techniques under any other name or marks and shall not, unless authorized in advance by Licensor, train others as instructors or offer training for instructors for the BarreElevate method.

10. Ownership of Copyrighted Materials. Licensee acknowledges and agrees that the training materials and other materials relating to the BarreElevate method provided to Licensee by Licensor are copyrighted and the property of Licensor or its licensors and agrees that Licensee shall not copy, distribute or make derivative works based on such materials without the express written permission of Licensor.

11. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage

prepaid, or sent via courier or overnight delivery addressed to the party to be notified at its address shown below, or at such other address as may be furnished in writing to the notifying party.

If to Licensor:

BarreElevate LLC
Attn.: Lauri Stricker
290007 Upper Bear Creek Rd.
Evergreen, CO 80439

If to Licensee:

(insert name)
(insert address)

- 11. Entire Agreement. This Agreement, including Exhibit A, contains the entire Agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements and other statements and representations pertaining to this subject matter, whether written or oral. Pantone Color:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the last date of signature below.

BarreElevate LLC

(insert Licensee Name)

By:

By:

Lauri Stricker, Manager

(type name)

Date: _____

D a t e :

Exhibit A



(Note that is should be marked "SM" for service mark, not TM for trademark)

Note: If the logo is reproduced in color the "Barre" portion and the stylized "V" design shall be presented in Pink: PMS 213, and the "ele" and "ate" portions shall be presented in Gray: PMS 7546