



License Agreement Instructions

- Step 1:** Print this document (4 pages).
- Step 2:** Read and sign the License Agreement.
- Step 3:** Read and sign the Fee Schedule.
- Step 4:** Complete the Set-up form.
- Step 5:** Send the above 3 pages to:
- FitnessAge Australia
PO Box 288
North Sydney NSW 2059
Australia
- Step 6:** Pay the setup fee of NZ\$125 by credit card at <http://payments.FitnessAge.com>.
- Step 7:** You will receive an email titled "Getting Started" with your FitnessAge login details and helpful instructions on how to get your club/facility started using FitnessAge.
- Step 8:** Get free training on using the FitnessAge program. A representative will contact you to arrange this.
- Step 9:** Keep on smilin' 😊



License Agreement

Health Club/Facility



This License Agreement ("Agreement") governs the licensing and use of the FitnessAge® assessment software and service available at fitnessage.com ("Software") as provided by FitnessAge Services, Inc. ("Company"). All use of the Software is on the following terms and conditions.

1. **Grant of License.** Company hereby grants to the facility named at the end of this Agreement ("Facility"), a non-exclusive, non-transferable license to use the Software solely for the purposes of marketing and administering the FitnessAge Assessment to members, guests, clients and affiliates of Facility ("Customers").
2. **Fees.** As consideration for use of Software, Facility shall pay to Company the fees specified in the attached Schedule I ("Fees").
3. **Duties of Facility.** Facility shall, during the term of this Agreement, (i) maintain an internet connection for the use of Software, (ii) provide and maintain its own computer ("Hardware"); (iii) notify Company's customer service of all software malfunctions experienced by Facility, (iv) only allow personal trainers certified by a nationally recognized organization to administer the FitnessAge Assessment, (v) maintain professional indemnity and liability insurance, and (vi) operate the Software only in accordance with the directions in the training guide and within the Software.
4. **Use of Trademark.** Company hereby consents to the use by Facility of the FitnessAge trademark, for the term of this Agreement only and solely for the purpose of marketing the FitnessAge Assessment as described in Section 1 hereof. Facility has no right, title or interest in the FitnessAge trademark other than that described in this Section 4.
5. **Term and Termination.** The term of this Agreement shall be for a period of six (6) months from the date of this Agreement ("Initial Period") unless sooner terminated as provided herein. After the Initial Period, this Agreement shall be renewed automatically for succeeding terms of one (1) month each.
 - (a) Company may terminate this Agreement: (i) upon thirty (30) days written notice to Facility for any reason whatsoever or for no reason.
 - (b) Facility may terminate this Agreement at any time after the Initial Period, provided however, Facility notifies Company in writing (email, fax or letter) of such intention to terminate, with such termination taking effect at the end of the month in which notice of termination is received by Company.
 - (c) Facility shall, upon termination of this Agreement: (i) discontinue all use or display of the Software, all promotional material or media featuring or referring to Company, the name, trademarks, copyrights and other intellectual property of Company; (ii) pay to Company all amounts due to Company as of the date of termination.
 - (d) The rights and obligations of the parties hereto shall terminate upon the termination or expiration of this Agreement, except the rights and obligations of the parties under Sections 4, 5c, 7, 8, 9 and 10 which shall survive the termination or expiration of this Agreement.
6. **Nature of Relationship.** Facility enters into this Agreement, and will remain throughout the term, as an independent contractor. This Agreement does not

constitute and shall not be construed as constituting a partnership or joint venture between the parties.

7. **Covenants of Facility.** Facility warrants and covenants to Company that Facility will not (i) sublicense, lease, encumber or otherwise transfer or attempt to transfer, in whole or in part the rights granted to Facility under this Agreement; (ii) permit any third party to use or have access to the Software.
8. **Limitation of Remedies.** In no event shall company's liability arising out of this Agreement, if any, exceed the license fees paid to Company by Facility. Facility further agrees that Company shall not be liable to Facility, guests, members of affiliates of Facility, or any other person or entity for damages in the form of consequential, incidental or special damages, lost profits, lost savings, loss of goodwill or otherwise, or for exemplary damages, resulting from Facility's use or inability to use the Software or from any support services rendered with respect thereto, even if Company has been advised of the possibility of such damages.
9. **Indemnification.** Facility shall hold Company and its directors, officers, shareholders, employees and agents harmless and shall indemnify the same against any and all liabilities, losses, claims, costs, damages and expenses (including attorneys' fees) however caused, resulting from, arising out of, related to or by reason of any and all acts or omissions of Facility or any of its agents or employees in any manner, directly or indirectly, pertaining to Facility's performance or failure to perform its obligations hereunder.
10. **Equitable Relief.** Facility acknowledges that Company will be irreparably harmed in the event of a breach or threatened breach of Sections 4, 5c or 7 of this Agreement by Facility. Accordingly, Facility agrees that notwithstanding anything contained herein to the contrary, Company may commence an action in any federal or state court in the country of Facility to obtain equitable relief to prevent such breach or threatened breach and Facility hereby irrevocably consents to hereby submits to the jurisdiction of all of said courts for such purpose.
11. **Entire Agreement.** This Agreement and the Schedules attached hereto, constitute the entire agreement between the parties and supersede all prior agreements and understandings, oral and written, of the parties with respect thereto.

AGREED & ACCEPTED BY FACILITY:

Facility Name:

Address:

.....

.....

Manager Name:

Signature:

Date:



SCHEDULE I - FEES

(i) Monthly Subscription Fee

Facility agrees to pay Company a monthly subscription fee of NZ\$59.00 for each location. This subscription fee shall entitle Facility to conduct up to twenty (20) FitnessAge Assessments per location per calendar month. This subscription fee also provides access to the FitnessAge program for up to twelve (12) personal trainers employed or contracted by Facility.

Company reserves the right to adjust the monthly subscription fee at any time after the Initial Period of 6 months and shall communicate all such adjustments to Facility no later than thirty (30) days before the adjustments take effect.

(ii) Additional Assessments Fee

Facility may perform additional assessments over and above the twenty (20) included in the monthly subscription fee by paying Company a fee of three dollars (NZ\$3.00) for each additional assessment conducted.

(iii) Set Up Fee

Facility shall pay Company a one time set up charge of NZ\$125.00 per location which must be paid prior to each location account being activated.

(iv) Invoicing

Company will invoice Facility each month for the previous months subscription and additional assessment fees. Facility agrees to pay the invoice amount on the due date listed on each applicable invoice.

(v) Penalties for Late Payment and Bounced Checks

A late fee of NZ\$15 shall apply to any payment not received within 15 days after the due date written on the applicable invoice. Should payment still not be received by the 20th day after the due date, Company reserves the right to suspend all services to Facility which shall remain in effect until the outstanding payment is received.

(vi) Refunds and Taxes

The monthly subscription and additional assessment fees paid by Facility to Company are non-refundable and are subject to applicable sales or use tax. No taxes are presently applicable, however, this situation may change at any time and accordingly, Facility may become responsible for the remittance of all such taxes to Company.

AGREED & ACCEPTED BY FACILITY:

Manager Name:

Signature:

Date:



If you are signing up for more than one location, please print extra copies of this page and complete a separate setup form for each location.

LOCATION DETAILS

Name of Club: _____

This will appear in the FitnessAge software and on client results pages

Street Address: _____


Suburb/City: _____

Region: _____

Post Code: _____

Name of Manager: _____

Phone: _____

 Email: _____


Email is required for all FitnessAge Administrators.

BILLING DETAILS

Invoices and payments are done online only. An invoice will be emailed to the billing contact and payments are made online at <http://Payments.FitnessAge.com>.

Check if billing address is the same as above, otherwise complete the following.

Billing Contact Name: _____

 Email: _____

THE NTH DEGREE

If you remember, we would like to know where you heard about FitnessAge.

Internet & TV

- FitnessNetwork.com.au
- Internet Search
- American Health & Fitness
- TV News or other show

Magazines

- Network Magazine (AFN)
- CBI
- Club Industry
- Health Club Products Review

Trade Shows

- Comfit (Australia)
- IHRSA (USA)
- IDEA (USA)
- Club Industry (USA)
- ACSM (USA)

Direct Marketing

- Email from AFN
- Email from FitnessAge
- Brochure in the mail
- Contacted by phone

Referral

- Club/Trainer Referral

Name

- Other Referral

Name