



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 \$75 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 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 Trainer



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 person named at the end of this Agreement ("Trainer"), a non-exclusive, non-transferable license to use the Software solely for the purposes of marketing and administering the FitnessAge Assessment to clients, prospects and affiliates of Trainer ("Customers").
2. **Fees.** As consideration for use of Software, Trainer shall pay to Company the fees specified in the attached Schedule I ("Fees").
3. **Duties of Trainer.** Trainer 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 Trainer, (iv) maintain professional indemnity and liability insurance, and (v) 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 Trainer 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. Trainer 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 Trainer for any reason whatsoever or for no reason.
 - (b) Trainer may terminate this Agreement at any time after the Initial Period, provided however, Trainer 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) Trainer 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.** Trainer 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 Trainer.** Trainer warrants and covenants to Company that Trainer will not (i) sublicense, lease, encumber or otherwise transfer or attempt to transfer, in whole or in part the rights granted to Trainer 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 Trainer. Trainer further agrees that Company shall not be liable to Trainer, clients of Trainer, 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 Trainer'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.** Trainer 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 Trainer or any of its agents or employees in any manner, directly or indirectly, pertaining to Trainer's performance or failure to perform its obligations hereunder.
10. **Equitable Relief.** Trainer 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 Trainer. Accordingly, Trainer agrees that notwithstanding anything contained herein to the contrary, Company may commence an action in any federal or state court in the country of Trainer to obtain equitable relief to prevent such breach or threatened breach and Trainer 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 TRAINER:

Trainer Name:

Address:

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.....

Signature:

Date:



SCHEDULE I - FEES

(i) Monthly Subscription Fee

Trainer agrees to pay Company a monthly subscription fee of NZ\$30.00. This subscription fee shall entitle Trainer to conduct up to ten (10) FitnessAge Assessments per calendar month.

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 Trainer no later than thirty (30) days before the adjustments take effect.

(ii) Additional Assessments Fee

Trainer may perform additional assessments over and above the ten (10) included in the monthly subscription fee by paying Company a fee of NZ\$3.00 for each additional assessment conducted.

(iii) Set Up Fee

Trainer shall pay Company a one time set up charge of NZ\$75.00.

(iv) Invoicing

Company will invoice Trainer each month for the previous months' subscription and additional assessment fees. Trainer 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 \$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 Trainer which shall remain in effect until the outstanding payment is received.

(vi) Refunds and Taxes

The monthly subscription and additional assessment fees paid by Trainer 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, Trainer may become responsible for the remittance of all such taxes to Company.

AGREED & ACCEPTED BY TRAINER:

Name:

Signature:

Date:



Setup Form

Trainer



Your Name: _____

Business Name: _____
This will appear in the FitnessAge software and on client results pages

Street Address: _____

Suburb: _____

Region: _____

Post Code: _____

Phone: _____

 Email: _____

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