



## License Agreement

Distributor:	Cjets Fitness Systems LLC. Kettlebell Pump 300 W. Crawford St. Mebane, NC 27302 Phone : 336 255-4498 Email: <a href="mailto:cjets@mebtel.net">cjets@mebtel.net</a> Website: kettlebellpump.com
Licensed Club:	Name: Address:  Phone: Fax: Email:
Start Date:	
Program:	Kettlebell Pump
Location:	
License Fees:	
Initial Training Fee:	
Territory:	United States of America

**BACKGROUND**

- A. The Distributor has certain rights to the Programs and Intellectual Property in the Territory pursuant to a Distribution Agreement with Kettlebell Pump, Cjets Fitness Systems LLC.
- B. The Distributor certifies Instructors to conduct class of the Programs pursuant to an Instructor Agreement.
- C. The Licensed Club wishes to use the Programs at the Location and the Distributor has agreed to license the Licensed club to use the Programs and intellectual Property on the terms set out in this License.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to the Terms and Conditions attached.

**SIGNED AS AN AGREEMENT**

**Kettlebell Pump Cjets Fitness Systems LLC By:**

Authorized Office Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: President and Owner

**By:**

Authorized Office Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



## License Agreement

### **Terms and Conditions**

This agreement is entered into by Kettlebell Pump Cjets Fitness Systems LLC. and Licensee with the express consideration of:

- A. Cjets Fitness Systems LLC. owns all rights, title, and interest in the trademarks KETTLEBELL PUMP, and the logo. Cjets Fitness Systems LLC is the creator of the exercise program known as "KETTLEBELL PUMP" which is used in conjunction with a Kettlebell.
- B. Subject to the terms and conditions of this Agreement Licensee desire to use and offer the Program as its exclusive Kettlebell group fitness program at the Facility and seeks a nonexclusive license to use KETTLEBELL Pump's Marks in connection with the Program and in the promotional materials in support thereof (collectively "Intellectual Property").

### **ARTICLE 1. GRANT OF LICENSE**

#### **1.1 Grant**

KETTLEBELL PUMP grants to Licensee a non-exclusive license to use and offer the Program as its Kettlebell Group Fitness program at the Facility, and to include the Marks in all marketing materials used to promote the Program. Licensee is not granted any right to use the Marks on any other products (i.e., t-shirts, towels, etc.) or for any services or for any other commercial exploitation other than the promotion of the Program without Cjets Fitness Systems LLC prior written consent in each instance. Licensee shall not assign, sublicense, or otherwise transfer this Agreement or the right to use the Intellectual Property to any other person or entity without the prior express written consent of Cjets Fitness Systems LLC.

#### **1.2 Term**

This Agreement shall commence on the date it is signed by Licensee and shall continue unless it is terminated pursuant to Article 3 below.

#### **1.3 Quality Control**

(a) Licensee agrees to offer the Program under the supervision of a certified KETTLEBELL PUMP instructor trained by Cjets Fitness Systems and in accordance with the training guidelines set forth in the instruction manual provided by KETTLEBELL PUMP solely to certified KETTLEBELL PUMP instructors. Licensee agrees not to disclose the contents, reproduce, or distribute copies of the instruction manual to anyone except in the ordinary and intended use of such materials by Licensee's trained Program instructors. Licensee also agrees to use the following trademark on all material distributed or published containing the Intellectual Property.

- (i) Trademark Notice: The KETTLEBELL PUMP trademarks are owned by, and used under license from, Kettlebell Pump Cjets Fitness Systems LLC.

#### **1.4 Licensee Operating From More Than One Location**

If Licensee conducts business from a location other than the Facility and desires to offer the Program and use the Intellectual Property at another facility, Licensee shall first obtain Cjets Fitness Systems prior written consent and shall then enter into a separate license agreement for the other facility.



## License Agreement

### **1.5 Use of KETTLEBELL PUMP Marks, Classes and Kettlebells**

Licensee agrees to use the Marks precisely as shown in the Exhibit C Guide to Proper Trademark Use attached here to and incorporated herein by reference. Licensee will observe any reasonable directions given by CJETS FITNESS SYSTEMS LLC. as to the use of the Marks. The Marks shall, where it is reasonable to do so, (a) be accompanied by the words "exercise program", or (b) be written entirely in capital letters or otherwise distinguished from the accompanying text to make it clear that the words are trademarks. At CJETS FITNESS SYSTEMS LLC.'s request, Licensee agrees to provide samples of promotional materials for the Program to CJETS FITNESS SYSTEMS LLC. for its approval.

(a) Licensee shall provide CJETS FITNESS SYSTEMS LLC. with a list of Licensee's current schedule of KETTLEBELL PUMP classes and the names of the instructors of said classes to ensure that Licensee is utilizing only certified KETTLEBELL PUMP instructors for said classes.

(b) Licensee agrees to use recommended Kettlebells in connection with the Program.

### **1.6 Ownership Of Intellectual Property**

Licensee hereby acknowledges and agrees that CJETS FITNESS SYSTEMS LLC. is the sole and exclusive owner of the Intellectual Property and all the goodwill associated there with. Licensee further agrees that it will never challenge the validity or ownership of the Intellectual Property or assist or induce a third party to do so. Licensee shall not apply to register any of the Marks, or claim any rights in any of the Intellectual Property, in any country of the world. Licensee further agrees not to represent that it is the owner of any of the Intellectual Property.

## **ARTICLE 2. TRAINING, INDEMNIFICATION AND INSURANCE**

### **2.1 Training**

CJETS FITNESS SYSTEMS LLC. shall provide training sessions to Licensee's employees in the use of the Program pursuant to the training guidelines set forth in the instruction manual provided by CJETS FITNESS SYSTEMS LLC.

### **2.2 Limitation Of Liability**

CJETS FITNESS SYSTEMS LLC. shall not be responsible for damages resulting from loss of use of the Program, lost profits from offering the Program, or for any other special or consequential damages resulting from a breach of any of CJETS FITNESS SYSTEMS LLC.'s obligations provided in this Agreement. This limitation of liability is not intended to apply to general damages resulting from CJETS FITNESS SYSTEMS LLC.'s negligent or grossly negligent acts or omissions hereunder.

### **2.3 Licensee's Indemnification**

Licensee hereby indemnifies CJETS FITNESS SYSTEMS LLC. against liabilities and costs, including reasonable attorney's fees, based on and arising from Licensee's use or marketing of the Intellectual Property and in the offering and use of the Program, except insofar as any such claim may be found to arise from any failure on the part of CJETS FITNESS SYSTEMS LLC..



## License Agreement

### **2.4. Insurance**

For the Term, Licensee shall maintain liability insurance of such scope and with such coverages as are customary in the industry, naming CJETS FITNESS SYSTEMS LLC. as an additional insured. Such policy shall cover any and all claims, demands, and causes of action arising out of Licensee's use and promotion of the Program.

### **ARTICLE 3. TERMINATION**

#### **3.1 Termination By CJETS FITNESS SYSTEMS LLC.**

CJETS FITNESS SYSTEMS LLC. may terminate this Agreement as follows:

(a) Either party may terminate this Agreement at any time by giving written notice to the other Party at least thirty (30) days prior to the effective date of such termination.

(b) If Licensee commits any breach of any provision of this Agreement, regardless of whether such breach is minor or material, CJETS FITNESS SYSTEMS LLC. may terminate the Agreement upon written notice, unless Licensee cures the breach within ten (10) days of receiving such notice.

(c) If Licensee becomes insolvent, exercises an assignment for the benefit of creditors, goes into liquidation, or a receiver or trustee is appointed for the benefit of creditors, whether any of these events be the outcome of a voluntary act of Licensee or otherwise, CJETS FITNESS SYSTEMS LLC. may terminate this Agreement.

(d) If CJETS FITNESS SYSTEMS LLC. commits a material breach of this Agreement that is not cured within thirty (30) days from the date of written notification of such breach by Licensee to CJETS FITNESS SYSTEMS LLC., Licensee may terminate this Agreement by sending written notice of such termination to CJETS FITNESS SYSTEMS LLC.

#### **3.2 Licensee's Obligations Upon Termination**

If this Agreement is terminated for any reason and by any party: (a) Licensee shall immediately stop all use of the Program and the Intellectual Property; and (b) Licensee shall not thereafter distribute or publish any marketing materials relating to the Program.

### **ARTICLE 4. GENERAL PROVISIONS**

#### **4.1 Entire Agreement And Binding Effect**

This Agreement constitutes the entire Agreement between Licensee and CJETS FITNESS SYSTEMS LLC. with respect to the use of the Program and the Intellectual Property, and no change, modification or alteration of this Agreement shall be effective unless in writing and signed by both parties. This Agreement shall be binding upon and be to the benefit of the parties and their respective transferees, successors, and assigns.



## License Agreement

### **4.2 Severability and Waiver**

If all or any part of this Agreement is found invalid or unenforceable by a court of law, the rest of this Agreement shall remain valid and enforceable according to its terms. A waiver of any provision of this Agreement, or of the rights and obligations of the parties, must be in writing and signed by both parties.

### **4.3 Notices**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given on the date of personal delivery, or on the third day after mailing by United States mail, registered or certified, postage pre-paid, to the addresses set forth on page 1.

### **4.4 Governing Law, Jurisdiction And Forum**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties agree that if there is any dispute regarding this Agreement, it shall be resolved in a court of competent jurisdiction in the State of North Carolina. The parties agree to the personal jurisdiction of North Carolina courts.

### **4.5 Attorneys' Fees**

If any litigation is commenced concerning this Agreement, the prevailing party shall be entitled to its costs and attorney's fees, including all appeals.

### **4.6 Advice of Counsel**

All parties have been given an opportunity to consult with independent counsel of their own choice prior to executing this Agreement. The parties have signed this Agreement by persons having authority to bind each party.



# License Agreement

## EXHIBIT A

### Licensed Facilities

Licensee Name: \_\_\_\_\_

Website: \_\_\_\_\_

Number of Locations: \_\_\_\_\_

Facility acknowledges and agrees that Kettlebell Pump. may send electronic mail on services, products, etc. that we offer.

### BILLING ADDRESS:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

### LICENSED FACILITY:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facility Manager: Email: \_\_\_\_\_

Group X Director: Email: \_\_\_\_\_

Training Contact: Email: \_\_\_\_\_

Marketing Contact: Email: \_\_\_\_\_



## License Agreement

### EXHIBIT B

#### **Kettlebell Pump RATE SCHEDULE**

Client shall pay licensing fee per the rate schedule. If licensing fees shall change, client will be exempt from licensing rate increase. Shall client opt for a Kettlebell Pump Package listed in Exhibit B, any and all equipment and services outside of package shall be subject to open rates as listed on Kettlebell Pump Website.

All other services outside of license fees are subject to change.  
For more details, please see Kettlebell Pump Rate Sheet Below

#### **Rate Schedule**

Facility License Agreement 1 Year \$250

Facility License Agreement 3 Years \$500

Facility Instructor Training 6 or More \$150 per instructor

Facility Instructor Training less than 6 \$180 per instructor

6 Or more refer to 6 or more trainers from the same type of facility. For example if 6 or more trainers are from any YMCA then the YMCA price will be \$150 per instructor.



## License Agreement

### EXHIBIT C

#### **GUIDE TO PROPER TRADEMARK USE**

The KETTLEBELL PUMP Trademark

KETTLEBELL PUMP is a federally registered trademark of Cjets Fitness Systems LLC, a North Carolina corporation.

#### **What is KETTLEBELL PUMP?**

The fitness program “KETTLEBELL PUMP” was designed by Randy DeAngelo and our company, and is an arbitrary word for our Kettlebell Group fitness program. The KETTLEBELL PUMP Group Fitness program is a specific and extensively detailed program including general exercises, different exercise sets directed at various levels and features that take advantage of the Kettlebell. Most importantly, “KETTLEBELL PUMP” is the brand name of our particular program and should not be used to refer to any Group Fitness activity, contest or program other than Kettlebell Pump Group Fitness programs or events.

#### **The Marks are Registered for the Following Uses:**

In addition to the Group Fitness program, we also use and own trademark rights in the trademark KETTLEBELL PUMP for sports instruction, health education, DVD Production, Books, instruction manuals and instructor training. Publication of texts, books, journals; Publishing of electronic publications.

#### **What is the Purpose of the KETTLEBELL PUMP Trademark?**

Registration of the trademark KETTLEBELL PUMP with the U.S. Patent and Trademark Office provides our company with additional legal means for protecting consumers, licensees, distributors, our company, and its products and services from deceptive imitations and practices. These rights include, among other things, the exclusive right to use the trademarks throughout the United States, and a presumption of validity of the registered trademarks. Improper use of the marks will not serve to distinguish the KETTLEBELL PUMP and our products and services from the products and services of others and may damage acquired rights. To prevent this from happening, Cjets Fitness Systems LLC. sets forth various guidelines to assist you in the proper use of its trademarks. Trademarks must be handled with care because improper use can destroy a trademark. Proper trademark use would be automatic if we would remember that a trademark identifies a particular brand of a product or service. In other words, it is not the name or description of a product or service. Therefore, to avoid improper use of our trademarks, you need to use the trademarks together with the common name or description of the product or service. The proper use of the marks would be for you to say or use “KETTLEBELL PUMP exercise program” or the “KETTLEBELL PUMP Group Fitness program”. This method of using our trademarks will clearly inform the public that they are purchasing goods or services of Cjets Fitness Systems LLC., and not from any other person or business. For example, a person buying a MUSTANG car knows that Ford Motor Company manufactures such car, and as a result, the person expects a certain level of quality in the car.



## License Agreement

### **Who May Use the KETTLEBELL PUMP Trademark and Logo?**

Anyone licensed by Kettlebell Pump Group Fitness, Inc. has the right to advertise that their facility offers the KETTLEBELL PUMP Group Fitness class so long as such advertising follows the method of use outlined in this guide. The facility must not indicate that it is an agent of or is otherwise connected with Cjets Fitness Systems LLC., other than being a licensee (unless of course they are). If you become aware of any unauthorized or improper use of the KETTLEBELL PUMP trademark, please contact us at (336) 255-4498 or [cjets@mebtel.net](mailto:cjets@mebtel.net). and we will take the necessary steps to contact and, if necessary, prosecute the infringing party.

### **Please Observe the Following Rules**

Use Special Typography. The KETTLEBELL PUMP trademark should be either CAPITALIZED completely or with initial capitalized letters. Other alternatives for distinguishing the KETTLEBELL PUMP trademarks include italics, boldface, or different color type. Use the Product's or Service's Generic Name. The first and most important rule is to use the generic name of the products and services together with the trademarks. As a minimum requirement, use the generic term after the trademark at least once in each written communication and, when appropriate, in broadcast matter - preferably the first time the marks appear.

#### **Examples:**

KETTLEBELL PUMP Group Fitness Class  
KETTLEBELL PUMP exercise program  
The KETTLEBELL PUMP Group Fitness program  
The KETTLEBELL PUMP Group Fitness aerobic class

Use a Trademark Notice. Kettlebell Pump Group Fitness, Inc. requires the use of the trademark notice one or more times in all printed materials and advertising. You may use any of the following trademark notices at the end of each trademark: <sup>TM</sup> Reg. U.S. Pat. & Tm. Off., or Registered in U.S. Patent and Trademark Office.

#### **Example:**

Avoid Variations. Do not change the spelling, or insert hyphens, or make one word into two, or combine two words into one. Example Kettlebell-Pump

Avoid Incorrect Grammatical Use. Never use KETTLEBELL PUMP trademark as a noun or a verb. For example, never use the word "Get Kettlebell Pump" as a verb to describe an exercise program, class or physical activity.

Remember the trademark KETTLEBELL PUMP is not the description of the product or service. Instead, it indicates that the goods bearing or services offered under such marks originate from one source, i.e., Cjets Fitness Systems LLC. The proper use is to say or use "KETTLEBELL PUMP Group Fitness Class".



## License Agreement

Avoid Using KETTLEBELL PUMP Trademark as a Trade Name. It is incorrect to refer to our trademarks as a trade name (i.e., company name). For instance, KETTLEBELL PUMP is a trademark; Cjets Fitness Systems LLC. is our trade name.

The KETTLEBELL PUMP Trademark should not be used in any of the following ways:

With the letter “K” or “P” not capitalized. For example, kettlebell pump.

Misspelled. For example, KB PUMP, Kettle Bell Pump

As a verb. For instance, “Come Kettlebell Pump with us”. As a noun. For example, “Get KETTLEBELL PUMP.” (unless you are referring to our Group Fitness program)

As part of a trade name. For instance, “The New York KETTLEBELL PUMP Center” or “Gold’s KETTLEBELL PUMP Room.”

As a generic term. For example, as the common name for Group Fitness programs. By advertising the KETTLEBELL PUMP Group Fitness program or products and offering products manufactured by, or Group Fitness programs or other services of, a company or person other than Cjets Fitness Systems LLC.

### **Use of the KETTLEBELL PUMP Logo**

The KETTLEBELL PUMP logo was designed to designate products and services developed by Cjets Fitness Systems LLC. and may be used by licensees in its exact form to advertise and promote the KETTLEBELL PUMP Group Fitness program. Under no circumstances may the KETTLEBELL PUMP logo be used by licensees, without Cjets Fitness Systems LLC. express written consent, to manufacture and sell products such as clothing, water bottles, or any other merchandise.



## License Agreement

### EXHIBIT D

#### Affiliate Information Sheet

Program Coordinator: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Does the facility have Kettlebell Pump instructor training scheduled?  
(Check one) YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, what is the date of training? \_\_\_\_\_

If you have instructors who have already participated in Kettlebell Pump instructor training, please list their names and emails:

**LICENSED FACILITY:** Instructor Name and Email

1. Name: _____	Email: _____
2. Name: _____	Email: _____
3. Name: _____	Email: _____
4. Name: _____	Email: _____
5. Name: _____	Email: _____
6. Name: _____	Email: _____
7. Name: _____	Email: _____
8. Name: _____	Email: _____
9. Name: _____	Email: _____



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