

BeMoved®

Awaken The Body – Stimulate The Mind – Feed The Soul

Establishment Use of BeMoved® Dance Fitness

BeMoved® Instructor, LLC TERMS AND CONDITIONS

(Establishment Name) Wheaton Park District understands and complies with Mari Jo Isbe Certified Instructor Licensing Terms & Conditions BeMoved, LLC.

While You (the Instructor) are a BeMoved Certified Instructor and/or BeMoved License Instructor, you are subject to the terms and conditions of this Agreement, BeMoved, LLC grants You (the instructor) a personal, non-exclusive, non-transferable, limited license and privilege to use the BeMoved® Program.

1. General. While You are a BeMoved Certified Instructor and/or BeMoved Licensed Instructor You are subject to the BeMoved Terms and Conditions Agreement, You the instructor shall be licensed to participate in and use the BeMoved® Program and the BeMoved trademark, consistent with these Terms and Conditions (and including the BeMoved, LLC Policies & Expectations).

For purposes of these Establishment Terms and Conditions, the BeMoved® Program means the content of all BeMoved® choreography, text, music, playlists, sounds, graphics, images, photographs, trademarks, logos and artwork, including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content, regardless of the form of delivery or presentation, including digitally, electronically or in hard copy, together with any and all supplements, revisions or modifications thereto.

2. No Authority to Bind. Except as may otherwise be specifically agreed to in writing by BeMoved, LLC, You acknowledge and agree that You the BeMoved Instructor, nor a representative of the Establishment, will not at any time hold Yourself out to the public as, and will not assert at any time that You, nor a representative of the Establishment are, an agent, associate, employee or officer of BeMoved, LLC. You and the representative of the Establishment understand and agree that You have no authority to act on behalf of BeMoved, LLC or in any way bind BeMoved, LLC by any statement, representation, agreement or contract, unless specifically authorized by BeMoved, LLC in writing to You. As a BeMoved Certified Instructor and/or BeMoved Licensed Instructor You may enter into additional arrangements with BeMoved, LLC in connection with the delivery of services to, for or on behalf of BeMoved, LLC. These



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Terms and Conditions and the related BeMoved, LLC Policies shall operate in addition to such arrangements.

3. License. You agree and acknowledge that each item of content of the BeMoved Program and the BeMoved trademark are owned, controlled or licensed by or to BeMoved, LLC, and are protected by trade dress, copyright, and trademark laws, and various other intellectual property rights and unfair competition laws. Except as expressly provided by these Terms of Conditions, no part of the BeMoved Program may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way by any method or medium for publication or distribution or for any commercial enterprise, without the express prior written consent of BeMoved, LLC. For so long as You remain a BeMoved Certified Instructor and/or BeMoved Licensed Instructor in good standing, the BeMoved Program shall be licensed, not sold, to You by BeMoved, LLC for use only pursuant to these Terms and Conditions, and BeMoved, LLC reserves all rights not expressly granted to You. The rights granted herein are limited to the intellectual property rights of BeMoved, LLC and do not include any other patents or intellectual property rights. All use of the BeMoved Program and the BeMoved trademark and all goodwill associated therein shall accrue to the benefit of BeMoved, LLC for the purpose of preserving its intellectual property rights.

3a. General.

License: This section is amended to specify that as of January 2011 successful completion of *"The Methodology of BeMoved"* Workshop confers a BeMoved License and Licensed Instructor status for a (1) one-year term. Said term is renewable upon application and payment of the renewal fee. Said license grants licensee, subject to the terms and conditions of the BeMoved License Agreement, a personal, non-exclusive, non-transferable, limited license and privilege to use the BeMoved Program.

Certification: BeMoved Certification status is contingent upon successful completion of the BeMoved workshop and the BeMoved Certified Instructor Status is conferred for a (1) one-year term. Said Certification is renewable upon completion of the Level Two BeMoved Workshop and proof of compliance with the public teaching requirement.

4. Use and Disclosure. You (the Instructor, and the Establishment) agree that the BeMoved Program contains proprietary information and material that is owned by BeMoved, LLC, and is protected by applicable intellectual property and other laws, including but not limited to copyright and trade secrets, and that You will not use such proprietary information or materials in any way whatsoever except in a manner consistent with these Terms and Conditions. Except as may be specifically set forth in the BeMoved Policies, no portion of the BeMoved Program may be reproduced in any

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form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the BeMoved Program, in any manner, and You shall not exploit the BeMoved Program in any unauthorized way whatsoever. BeMoved, LLC reserve the right to change, suspend, remove, or disable access to any BeMoved Program at any time without notice, and BeMoved, LLC may also impose limits on the use of or access to certain aspects of the BeMoved Program, in any case and without notice or liability. You further agree that You (the instructor, and the establishment) will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that BeMoved, LLC is not in any way responsible for any such use by You. BeMoved, LLC reserves the right upon reasonable notice to inspect Your use of the BeMoved Program and the BeMoved trademark for the purpose of assuring that said use meets the quality standards and expectations of BeMoved, LLC.

5. Disclaimer of Warranties. You the instructor and the establishment expressly acknowledge and agree that use of the BeMoved Program (as defined herein) and the BeMoved trademark is at Your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with You. Except to the maximum extent permitted by applicable law, the BeMoved Program is provided without warranty of any kind, and BeMoved, LLC hereby disclaims all warranties and conditions with respect to the BeMoved Program, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights.

6. Limitation of Liability. To the extent not prohibited by law, in no event shall BeMoved, LLC be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to Your use or inability to use the BeMoved® Program, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if BeMoved, LLC has been advised of the possibility of such damages. In no event shall the total liability of BeMoved, LLC to You for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of three hundred fifty dollars (\$350.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

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7. Controlling Law and Severability. The Terms and Conditions of this Agreement will be governed by and construed in accordance with the laws of the State of Illinois, as applied to agreements entered into and to be performed entirely within Illinois between Illinois residents. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect. As a BeMoved Certified Instructor & BeMoved license instructor submit to the jurisdiction of the State of Illinois.

8. Intellectual & Confidential Property: BeMoved, LLC has created a dance fitness experience dependent upon a specific teaching methodology and class structure, which includes specific exercise components in a specific order and a corresponding music play list. These components, whether taken in whole or in part, are the intellectual & confidential property of BeMoved, LLC and, in accordance with the BeMoved Terms and Conditions agreement, may not be **copied, licensed or disclosed** in whole or in part. Specifically, the items under consideration are the following:

1. ***Class Choreography:*** All exercises and dance combination material.
2. ***Class Structure:*** Specific sequencing of exercises and dance combinations.
3. ***Music Playlist:*** The assignment of each piece of music to each exercise or combination is specific and copy written.
4. ***CBI Training and CBI Continuing Education Materials:*** All items including written syllabi, music playlists, DVDs, CDs, and verbal communication about BeMoved® and its methodology.

9. Music Rights – ASCAP & BMI. BeMoved, LLC understands and appreciates the rights of musicians and does not endorse any copyright infringement.

1. LBIs & CBIs are responsible for ensuring ASCAP & BMI rights are paid for in all environments in which they teach.
2. “BeMoved® Playlists” consist of popular music corresponding to specific class exercises and are provided to instructors with their teaching materials. The music on these playlists must be legally purchased by the LBIs & CBI from a legitimate source.

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3. BeMoved, LLC does not endorse music acquisition from illegitimate sources.

10. MARKETING. All CBIs must describe and promote BeMoved license instructor as follows:

"BeMoved® is a new dance fitness experience designed by Sherry Zunker. Classes begin with easy-to-follow therapeutic movements that integrate the upper and lower body. The warm up flows into dance styles inspired by a wide variety of musical genres. Each week focuses on a different musical and dance style such as Bollywood, jazz, Latin and disco. BeMoved is designed to inspire participants to embrace dance as a lifelong means to health, joy and fulfillment. "

10a. BeMoved, LLC will assist with the marketing of a CBI's business:

1. BeMoved, LLC will provide the CBI with electronic marketing materials that are specific to BeMoved®. These materials may be printed or distributed electronically. The correlation between the basic marketing materials provided by BeMoved, LLC and the CBI's business will be made exclusively through the BeMoved website (www.bemoved-dance.com), providing the CBI has provided the necessary information to BeMoved for its website posting.
2. BeMoved, LLC will periodically update its electronic mailing database with the names and email addresses provided by its CBIs and will, in turn, include these individuals in future email marketing of BeMoved®

11. Complete Agreement. This Agreement, comprised of these Terms and Conditions and the BeMoved Policies, together with any additional written arrangements subsequently entered into between You (the Instructor) and BeMoved, LLC pursuant to which You may provide services to, for or on behalf of BeMoved, LLC, constitutes the entire agreement between the parties with respect to the use of the BeMoved Policies licensed hereunder and the relationship between You (the Instructor) and BeMoved, LLC, and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement

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will be binding unless in writing and signed by the Chief Executive Officer of BeMoved, LLC.

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Signature Page Follows

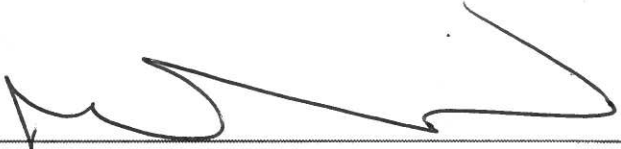
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IN WITNESS WHEREOF, and for good and valuable consideration, the undersigned BeMoved Certified Instructor agrees to abide by these Terms and Conditions in this Agreement, and the BeMoved® Policies as described herein as the may be amended from time to time.

Managing representative of:

Wheaton Park District Establishment


Signature

7/23/18
Date

Print Name

Additional Information

Mailing Address:

208 W. Union Ave
Wheaton, IL 60187

