



# BaleDoneen Signature, Academy & Practice Advantage Packages

## AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into this day **[date of registration]** by and between BaleDoneen Method, LLC, a Washington limited liability company having its principal office at 507 South Washington, #170, Spokane, WA 99204 (“BaleDoneen”), and **[name on file]** d/b/a **[business name on file]**, having its principal office at **[location on file]**.

WHEREAS, Client deems it useful and in its best interest to have the benefit of BaleDoneen’s services and experience for practice development; and

WHEREAS, BaleDoneen has indicated its willingness to provide its services and experience as to the client on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed:

- 1. Term of this Agreement.** This Agreement shall be effective when it is signed by all Parties and shall continue in full force and effect until for twelve (12) months commencing on **[registration date on file]** and ending on **[12 months from registration date]**. (the “Term”).
- 2. BaleDoneen’s Duties.** BaleDoneen will provide the materials and services and deliverables and described and defined within the contents of each package, i.e., Medical/Dental Signature or Practice Advantage, (individually and collectively the “Services”).
- 3. Independent Judgment.** Client hereby acknowledges that the Services are based on the personal, scientifically-based evaluation of arteriology science of the BaleDoneen Method, and the Services do not replace Client’s independent clinical, diagnostic, and treatment decisions, and those decisions shall be made independent of Bale Doneen. Client further acknowledges and agrees that full and committed participation in all of Client’s meetings, sessions and events is a key element of the effectiveness of BaleDoneen’s approach and that Client’s interactions include exercises that may be outside of your standard operating procedure. Client agrees that, to achieve optimum results from the services provided by BaleDoneen, Client will be responsible for the implementation of the procedures, training, and management information provided by BaleDoneen. Client agrees to abide by all reasonable and necessary suggestions, activities, and improvements suggested by the BaleDoneen during the term of this Agreement and the BaleDoneen shall in no way be responsible for failure of Client to abide by the terms of this Subsection.

4. **Payment.** Upon execution of this Agreement, Client agrees to pay BaleDoneen an annual fee for its Services in the amount of [ **registration fee**] per month for the Term of the Agreement.



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### 5. License

5.1 *Nonexclusive License.* Subject to the terms and conditions of this Agreement, BaleDoneen hereby grants Client a limited, non-exclusive, royalty-bearing, non-transferable, non-sublicensable license to use those certain trademarks, namely “Bale/Doneen”, “BaleDoneen”, “BaleDoneen Method”, and “BaleDoneen Practice” (collectively, the “Licensed Trademarks”) in connection with the use of the BaleDoneen Method and any associated materials that support its implementation and ongoing use.

5.2 *Reservation of Rights/Ownership.* For all purposes and at all times, BaleDoneen shall be deemed to be the sole and exclusive owner of all right, title and interest in and to the Licensed Trademarks in all forms and embodiments thereof. Client specifically acknowledges that the rights granted to Client pursuant to this Agreement shall not prevent or prohibit BaleDoneen or any other client to commercialize or otherwise utilize (and retain all profits from) the Licensed Trademarks or any other intellectual property right of BaleDoneen in any endeavor.

5.3 *Client May Not Register the Licensed Trademarks.* Client shall not directly or indirectly, register or cause to be registered, in any country or with any governmental authority, or use any trademark, trade name, service mark or other intellectual property right consisting of, related to, or similar to the Licensed Trademarks or any other intellectual property right of BaleDoneen.

5.4 *No Challenge to BaleDoneen’s Ownership of the Licensed Trademarks.* During the term of this Agreement and thereafter, Client shall not, directly or indirectly (i) challenge the validity of BaleDoneen’s ownership of, or the right to license the Licensed Trademarks or any registration or application for registration thereof; (ii) contest the fact that Client’s rights under this Agreement are solely those of a licensee and terminate upon termination or expiration of this Agreement; and (iii) represent that Client has any right or title to the ownership, registration or use of the Licensed Trademarks in any manner, except as set forth in this Agreement.

5.5 *No Assignment or Sublicensing.* Client shall not assign its rights or obligations under this Agreement or otherwise with respect of the Licensed Trademarks in whole or in part, or enter into any sublicense agreement with respect to the Licensed Trademarks, to or with any third party without the express written consent of BaleDoneen, which consent may be granted or withheld in the sole discretion of BaleDoneen. Any non-permitted assignment or sublicensing shall be void and shall cause this Agreement to immediately terminate, any other provision concerning notice and opportunity to cure notwithstanding.

5.6 *Use of Licensed Trademarks.* Client agrees to comply with any reasonable requirements established by BaleDoneen concerning the style, design, display and use of the Licensed Trademarks; to correctly use the trademark symbol or registration symbol (R) with every use of the Licensed Trademarks, to use the registration symbol (R) upon receiving notice of registration of the



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Licensed Trademarks from BaleDoneen. Client shall submit to BaleDoneen samples of Goods bearing the Licensed Trademarks and all related advertising copy, labels, stickers or packaging upon written notice. Client agrees not to use the Licensed Trademarks with any other trademark, service mark, trade name, logo, symbol or device in combination with the Licensed Trademarks without BaleDoneen's prior written consent. Client agrees that all use of the Licensed Trademarks by Client, including all goodwill associated with such use, shall inure to the benefit of BaleDoneen.

5.7 *No Altering of Licensed Trademarks.* Client agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Trademarks being licensed hereunder, or bring it into disrepute.

5.8 *Goodwill.* Client recognizes the great value and publicity and goodwill associated with the Licensed Trademarks and acknowledges that such goodwill belongs exclusively to BaleDoneen.

6. **Relationship of Parties.** This Agreement shall not render the Client an employee, partner, agent of, or joint venturer with BaleDoneen for any purpose.

7. **Governing Law; Jurisdiction and Venue.** This Agreement shall be deemed to be made and interpreted under, and the rights and liabilities of the Parties hereto determined in accordance with, the laws of the State of Washington. Any action to enforce the terms and conditions of this Agreement shall be brought and maintained in state or federal courts located in Spokane County, Washington, and the Parties irrevocably consent to the jurisdiction and venue of said courts for purposes of any legal action brought in connection with this Agreement.

8. **Notices.** Any and all notices or other communications required or permitted to be given under any provisions of this Agreement shall be in writing, shall be addressed to the relevant Parties as set forth above, and shall be deemed to have been duly given (i) if personally delivered, when delivered, or (ii) if mailed by first class registered mail, return receipt requested, addressed to the parties at the address set forth above, five (5) days after mailing.

9. **Assignments.** Except as otherwise provided in Paragraph 5.5, BaleDoneen may, without Client's consent, assign BaleDoneen's rights and obligations hereunder in whole or in part. Except as provided for in the prior written consent of BaleDoneen, any assignment or attempted assignment by Client shall be void.

10. **No Waiver.** Failure of any party hereto at any time to require performance by any other party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.



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11. **Attorney's Fees.** In the event of any litigation, arbitration, or other proceeding by which one Party seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover from the other Party all of its reasonable attorney's fees and other reasonable costs and expenses incurred in connection with such litigation arbitration, or other proceeding, including fees and other reasonable costs and expenses incurred on appeal.

12. **Severability.** In the event that any one or more of the provisions of this Agreement shall be found to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.

13. **No Third-Party Beneficiary.** This Agreement and its provisions are not intended to operate in favor of third-party beneficiaries and no third-party who might otherwise qualify as a third- party beneficiary shall have the right to enforce any provisions of this Agreement.

14. **Entire Agreement.** This Agreement, and all other agreements, exhibits, and schedules referred to in this Agreement, constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supercedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

15. **Modification of Agreement.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both parties.

16. **Headings.** The headings in this Agreement are included principally for convenience and shall not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the Parties.

17. **Limitation of Liability.** **BALEDONEEN ENTIRE AND CUMULATIVE LIABILITY TO CLIENT OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO BALEDONEEN FOR SERVICES. WITHOUT WAIVER OF THE FOREGOING LIMITATIONS, IN NO EVENT**

**SHALL BALEDONEEN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF BALEDONEEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, BALEDONEEN SHALL NOT BE LIABLE IF THE SERVICES HAVE BEEN ABUSED OR MISAPPLIED.** The Parties agree that the limitations of liability set forth in this Agreement represent bargained for allocations of risk, and that the fees, charges, costs, or obligations owing under this Agreement, represent the allocations of such risk.

18. **Indemnification.** Client agrees to indemnify, defend, and hold harmless BaleDoneen from any and all liability, penalties, losses, damages, costs, expense, attorney's fees, causes of action or claims caused by or resulting indirectly from Client's use of the services which damages Client, BaleDoneen, or any other party or parties without limitation or exception.

19. **Counterpart Execution.** This Agreement may be executed in two or more counterparts and by facsimile or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**BALEDONEEN METHOD, LLC**