



## Licensing Agreement

This agreement (the "Agreement") is made by and between Heart of Success, Inc. d/b/a *Kendall SummerHawk*, an Arizona corporation, (hereinafter known as the "Licensor") and You (the "Licensee").

WHEREAS, Licensor has developed and is the owner of rights, title to, and interest in, certain educational and self-help information, knowledge, tools, and materials (hereinafter and collectively known as the "Materials").

WHEREAS, Licensee desires to use the Materials in Licensee's own programs Licensee offers to others, such as seminars, workshops, teleclasses, and retreats (hereinafter known as "Licensees' Programs").

Now, therefore, in consideration of the mutual covenants and promises set forth herein, and Licensee's payment to Licensor of the amount herein agreed upon, receipt of which is hereby acknowledged, Licensor grants to Licensee the right to use the Materials, in accordance with the provisions set forth herein.

1. **Grant of License.** Licensor hereby grants to Licensee, and Licensee hereby accepts, a worldwide, personal, non-transferable, non-exclusive right and license to use the Materials. Such grant of right and license is limited to the right to reproduce, excerpt, and display the Materials for use in Licensee's Programs; provided, however, that Licensor's copyright designations always remain on all the Materials. Unless express, written permission is granted by Licensor, such grant does not include a claim to any right, title to, or interest in the Materials, nor does this grant give Licensee permission to adapt, condense, modify, edit, or repurpose the Materials, in any way, or in any format, which includes, but is not limited to compact laser discs, vinyl, MP3, or any other technology or other format, now known or later developed. Further, Licensee expressly has no right to grant sublicenses to any person and/or entity, without the prior written consent of Licensor.

In addition to the one-time training tuition each Licensee will pay, based on the licensee's choice, an annual fee of \$197, which includes, but is not limited to ongoing training and communications. Failure to pay the licensing fee will result in cancellation and termination of the license.

Upon execution of this Agreement, Licensee shall be certified by Licensor and shall remain certified during the entire term of this Agreement; however, upon termination of this Agreement, Licensee's certification shall also terminate.

Licensee may not assign this Agreement, or assign this license to anyone, including, but not limited to any parent, subsidiary, or affiliate or as part of the sale of any portion of its business, or pursuant to any merger, consolidation, or reorganization or operation of law, without Licensor's prior written consent.

2. **Warranties and Representations.**

- a. Licensor has the right to enter into this Agreement to grant to Licensee the rights and licenses set forth herein, and to perform all other obligations here under.
- b. Licensee has the right to enter into this Agreement, to receive the rights and licenses set forth herein, and to perform all of Licensee's obligations hereunder. Further, Licensee represents that in carrying out this license, Licensee will not go beyond the scope of this license, and will not infringe the rights of any third party.

3. **Termination and Cancellation.**

- a. This Agreement may be terminated/cancelled, with or without cause, by either party, upon thirty (30) days written notice to the other. No refunds will be issued.
- b. If this Agreement is terminated/cancelled by either party, all rights and licenses granted hereunder, to Licensee, shall immediately terminate upon the date of termination, which shall be thirty (30) days after notice has been received in writing by Licensor or Licensee, as applicable.

4. **Indemnities.**

- a. Licensee shall be solely responsible for the use and suitability of the Materials in Licensees' Programs, and with Licensee's clients. Licensor shall have no liability, either due to the results (or lack thereof), the use or suitability of the Materials in Licensees' Programs.
- b. Licensee shall indemnify defend, save and hold harmless Licensor from and against any and all claims arising out of or in any way related to: (i) Licensee's use of the aforesaid materials and/or any materials derivative from them; or (ii) Licensee's default of any provision of this Agreement.

5. **Term.** This Agreement shall remain in effect from today until cancelled/terminated by either party to this Agreement.

6. **Independent Contractor.** Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform. In no event shall the parties to this Agreement be deemed to be anything other than independent contractors, and in no event is this relationship to be deemed a partnership, joint venture, franchise, or employment relationship of any kind.



7. **Authorization Of Payment.** By completing the Application and signing below you authorize the Licensor to charge your credit card or cash your check as payment for your membership in the Program, if the Licensor approves your Application and accepts you into the Program. This is not an installment contract. Furthermore, you agree that if you are accepted into the Program you are responsible for full payment of fees for the entire course of the Program (the "Commitment Period"), regardless of whether you actually attend or complete the Program, and regardless of whether you have selected a lump sum or monthly payment plan. By signing the Application you agree that, if, for any reason, you choose to remove or cancel yourself out of the program prior to the end date of the Commitment Period, you are obligated to pay or continue paying any outstanding balance(s) for the entire period from the date printed on this enrollment form. To further clarify, no refunds will be issued and all scheduled payments must be paid on a timely basis whether you complete the Program or not.
8. **Notices.** All notices required to be given pursuant to this Agreement shall be deemed given when actually delivered, if delivered in person, or three (3) days after being deposited in the United States mails, postage prepaid and addressed to the receiving party as follows:  
For Licensor:  
Heart of Success, Inc.  
9121 East Tanque Verde Suite 105-117  
Tucson, Arizona 85749
9. **Modifications.** This Agreement may be modified, at any time, at the sole discretion of the Licensor, and such modifications shall be effective upon posting, by the Licensor on the Licensor's web site at [www.kendallsummerhawk.com](http://www.kendallsummerhawk.com) or via email with the subject line specifically stating "amendment to existing licensing agreement", "amendment to existing terms of use", or any similar language denoting this specific agreement is to be modified. Licensee agrees to be bound by any and all changes to this Agreement, or any of its terms, after any such modification are posted, as set forth herein.
- It is therefore important that Licensee review the Agreement, the Licensor's website, and all emails generated from the following emails: [Support@KendallSummerHawk.com](mailto:Support@KendallSummerHawk.com), [Kendall@KendallSummerHawk.com](mailto:Kendall@KendallSummerHawk.com), on a regular basis, to ensure that the Licensee is updated as to any changes. Licensee's failure to object to said changes within five (5) calendar days of receipt of notice of those changes, will amount to an understanding, acceptance, and the decision to be bound by those changes.
10. **Financial Responsibility.** We have made every effort to accurately represent the Program and its potential benefits. Results can and do vary, therefore the Licensor makes no guarantees. The testimonials and examples used are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on many factors, including but not limited to, his or her background, dedication, starting point in their business, desire and motivation. By signing below you also acknowledge that you have represented to the Licensor that payment of your Program membership fees will not place a significant financial burden on you or your family.
11. **Headings.** The headings used herein are for convenience only and shall not control or affect the meaning or construction of any provisions in this Agreement.
12. **Disclaimer.** The Program instructors are not qualified to provide legal, tax, accounting or financial advice, and the information provided to you by the Program instructors is not intended as such. You should refer all legal, tax, accounting and financially related inquiries to appropriately qualified professionals.
13. **Governing Law.** The parties agree that this Agreement and any controversy related to this Agreement shall be governed by the laws of the State of Arizona. (excluding any applicable Arizona conflict of laws provisions) The jurisdiction for any proceedings under this Agreement shall be in the state and federal courts located in Arizona, and the exclusive venue shall be in the Pima County Arizona.
14. **Waiver.** The waiver or failure of Licensor to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
15. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed modified in order to comply with applicable law, and the remaining provisions shall not be affected in any way.
16. **Entire Agreement and Amendment.** This Agreement and the Letter constitute the entire agreement and understanding between the parties and supersede any prior agreement or understanding whether oral or written relating to the subject matter hereof. The headings used herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_