

“FENG SHUI FOR US” Practitioners LICENSE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2020 by and between Feng Shui for Us, LLC a company with offices at 7786 Emory Chase Lane, Knoxville, TN 37918 (“LICENSOR”), and _____, a person residing at _____ (“LICENSEE”).

W I T N E S S E T H:

WHEREAS, LICENSOR is the sole and exclusive owner of the trademarks including “Nine Steps to Feng Shui” and “Feng Shui for Us”; and

WHEREAS, LICENSOR is the sole and exclusive owner of the following copyrighted education, training and demonstration materials including:

Feng Shui for Us, Nine Steps to Feng Shui, Feng Shui the Nine Life Areas Room by Room; Decluttering and Organizing from the Heart; Feng Shui for Landscaping and Exteriors; Feng Shui for Business; Feng Shui For Us – The Art of Space Arrangement; and

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE the right, privilege and license to use the Trademarks and Copyrights on or in association with the goods and/or services covered by the copyrights and trademarks (the “Licensed Products”); and

WHEREAS, LICENSEE has successfully completed a “PRACTITIONER” training course conducted by LICENSOR and has demonstrated the desire and know-how necessary to properly implement the teachings of LICENSOR to offer the Licensed Products in the market and to use the Trademarks, Copyrights and Know-How (collectively the “Intellectual Property”) on or in association with the Licensed Products; and

WHEREAS, LICENSEE agrees to protect the value of LICENSOR’S Intellectual Property in the market by complying with LICENSOR’S marketing procedures, prices and practices in association with the Licensed Products; and

WHEREAS, both LICENSEE and LICENSOR are in agreement with respect to the terms and conditions upon which LICENSEE shall use the Intellectual Property;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. LICENSE GRANT

LICENSOR hereby grants to LICENSEE, for the Term of this Agreement a non-exclusive license to use the Trademarks, Copyrights and Know-How (Intellectual Property) on or in association with the Licensed Products in the Market, as well as on packaging, promotional and advertising material associated therewith.

B. LICENSOR hereby grants to LICENSEE, for the Term of this Agreement a non-exclusive right and license to use and advertise LICENSEE’S services using the LICENSOR’S Trademarks and Copyrighted materials in connection with LICENSEE’S products and services.

C. LICENSEE may not grant any sublicenses under this agreement to any third party.

D. LICENSEE agrees to follow and adopt the suggested minimum price guideline as annually updated and published by LICENSOR.

2. TERM OF THE AGREEMENT

This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the date of execution by both parties and shall be renewable every year, subject to LICENSEE’S compliance with the terms herein and payment of an annual licensing fee due on February 7th of each following year.

A failure to pay the annual fee to Monica P. Castaneda within thirty days of the seventh day in February of the following year will result in the expiration of this agreement and revocation of the license herein.

3. COMPENSATION AND REQUIREMENTS

In consideration for the licenses granted hereunder, LICENSEE agrees to pay to LICENSOR during the Term of this Agreement an annual licensing fee in the amount of three hundred and sixty (\$360.00) (the "Licensing Fee"). All payments due hereunder shall be made in United States currency drawn on a United States bank, unless otherwise specified between the parties.

LICENSEE is required to take a minimum of three continuing education credit hours per year. These will be offered by Monica P. Castaneda in online courses. The yearly licensing fee includes the cost of these three credit hours.

LICENSEE's obligations for the payment of the Annual Licensing Fee shall survive expiration or termination of this Agreement and will continue for so long as LICENSEE continues to use LICENSOR'S Intellectual Property or otherwise market the Licensed Products under LICENSOR'S Intellectual Property.

Late payments shall incur interest at the rate of ONE POINT FIVE PERCENT (1.5%) per month from the date such payments were originally due.

Renewal of this Licensing Agreement will be subject to LICENSEE'S compliance with all terms of this agreement including payment of the annual licensing fee, which is subject to LICENSOR'S sole discretion.

4. WARRANTIES AND OBLIGATIONS

A. LICENSOR represents and warrants that it has the right and power to grant the licenses granted herein and that there are no other agreements with any other party in conflict herewith.

B. LICENSOR further represents and warrants that the Trademarks do not infringe any valid right of any third party.

C. LICENSEE represents and warrants that it will use its best efforts to promote, market, sell, and distribute the Licensed Products in accordance with LICENSOR'S recommended marketing practices, to be reviewed and updated periodically.

D. LICENSEE shall be solely responsible for the advertisement, distribution, delivery and sale of Licensed Products and will bear all related costs associated therewith.

5. NOTICES, QUALITY CONTROL AND SAMPLES

A. The licenses granted hereunder are conditioned upon LICENSEE's full and complete compliance with the marking provisions of the trademark and copyright laws of the United States. The Licensed Products, as well as all promotional, packaging, and advertising material relative thereto, shall include all appropriate legal notices as required by LICENSOR.

B. If the quality of the Licensed Products offered by Licensee falls below the standards established by LICENSOR through training, mentorship and education of LICENSEE as previously taught by LICENSOR, LICENSEE shall use its best efforts to restore such quality. In the event that LICENSEE has not taken appropriate steps to restore such quality within thirty (30) days after notification by LICENSOR, LICENSOR shall have the right to terminate this Agreement and require that the LICENSEE cease using the Trademarks and Copyrighted materials in conjunction LICENSEE'S products and or services.

C. Prior to the commencement of offering LICENSED products or services, LICENSEE shall submit to LICENSOR, at no cost to LICENSOR and for approval as to quality, one (1) complete set of all promotional and advertising materials associated therewith. Failure of LICENSOR to approve such samples within fifteen (15) working days after receipt thereof will be deemed approval. If LICENSOR should disapprove any sample, it shall provide specific reasons for such disapproval. Once such samples have been approved by LICENSOR, LICENSEE shall not materially depart therefrom without LICENSOR's prior express written consent, which shall not be unreasonably withheld.

6. NOTICE AND PAYMENT

A. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified or registered mail, return receipt requested or delivered by a recognized national overnight courier service.

B. Either party may change the address to which notice or payment is to be sent by written notice to the other in accordance with the provisions of this paragraph.

7. TRADEMARKS AND COPYRIGHTS

A. LICENSOR shall seek, obtain and, during the Term of this Agreement, maintain in its own name and at its own expense, appropriate protection for the Trademarks.

B. It is understood and agreed that LICENSOR shall retain all right, title and interest in the Trademarks as well as any modifications made to the Trademarks by LICENSEE. It is also understood and agreed that LICENSOR shall retain all right, title and interest in the Copyrights as well as any modifications made to the Copyrights by LICENSEE.

C. The parties agree to execute any documents reasonably requested by the other party to effect any of the above provisions.

D. LICENSEE acknowledges LICENSOR's exclusive rights in the Trademarks/Copyrights and, further, acknowledges that the Trademarks/Copyrights are unique and original to LICENSOR and that LICENSOR is the owner thereof. LICENSEE shall not, at any time during or after the effective Term of the Agreement dispute or contest, directly or indirectly, LICENSOR's exclusive right and title to the Trademarks/Copyrights or the validity thereof.

E. LICENSEE acknowledges that the Trademarks have acquired secondary meaning. LICENSEE agrees that its use of the Trademarks inures to the benefit of LICENSOR and that the LICENSEE shall not acquire any rights in the Trademarks.

8. TERMINATION

The following termination rights are in addition to the termination rights that may be provided elsewhere in this Agreement:

A. Immediate Right of Termination. LICENSOR shall have the right to immediately terminate this Agreement by giving written notice to LICENSEE in the event that LICENSEE does any of the following:

- (1) fails to pay the required annual Licensing fee as specified herein; or
- (2) breaches any of the provisions of this Agreement relating to the unauthorized assertion of rights in the Trademarks or Copyrights; or
- (3) fails, after receipt of written notice from LICENSOR, to immediately discontinue the distribution or sale of the Licensed Products or the use of any packaging or promotional material which does not contain the requisite legal legends or meet the standards as prescribed by LICENSOR; or
- (4) Offers to teach or certify others in the Know-How gained through the education, training and mentorship programs offered LICENSOR without acquiring certification from LICENSOR.

B. Right to Terminate on Notice. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of a breach of a material provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach.

9. POST TERMINATION RIGHTS

Upon the expiration or termination of this Agreement, all of the rights of LICENSEE under this Agreement shall forthwith terminate and immediately revert to LICENSOR and LICENSEE shall immediately discontinue all use of the Trademarks and Copyrighted Materials at no cost whatsoever to LICENSOR.

10. GOOD WILL

LICENSEE recognizes the value of the good will associated with the Trademarks and acknowledges that the Trademarks and all rights therein including the good will pertaining thereto, belong exclusively to LICENSOR.

11. INFRINGEMENTS

A. LICENSEE shall have the right, in its discretion, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement.

B. If LICENSEE does not institute an infringement suit within ninety (90) days after LICENSOR's written request that it do so, LICENSOR may institute and prosecute such lawsuit. Any lawsuit shall be prosecuted solely at the cost and expense of the party bringing suit and all sums recovered in any such lawsuits, whether by judgment, settlement or otherwise, in excess of the amount of reasonable attorneys' fees and other out of pocket expenses of such suit, shall be divided equally between the parties.

C. Upon request of the party bringing the lawsuit, the other party shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit. The party bringing suit shall reimburse the other party for the expenses incurred as a result of such cooperation.

12. JURISDICTION AND DISPUTES

This Agreement shall be governed in accordance with the laws of the State of Iowa. All disputes under this Agreement shall be resolved by the courts of the State of Iowa, including the United States District Court for the South Eastern of Iowa, and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

13. AGREEMENT BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors and assigns.

14. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

15. SEVERABILITY

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

16. NO JOINT VENTURE

Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership.

17. ASSIGNABILITY

The license granted hereunder is personal to LICENSEE and shall not be assigned.

18. INTEGRATION

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict with said Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Monica Castaneda for Feng Shui for Us, LLC as “Licensor” _____ “Licensee”

Signature: _____ Signature: _____

Date: _____ Date: _____