



GYROTONIC®

PURCHASE AND USE AGREEMENT

This Purchase and Use Agreement dated as of _____, _____ between Gyrotonic Sales Corp., (hereinafter referred to as "GSC") Miami Beach Fl 33140 U.S.A. and

Print Name

(hereinafter referred to as "Purchaser"). GSC and the Purchaser are hereinafter referred to as the "Parties".

Recitals

WHEREAS, GSC has designed and developed certain exercise equipment utilizing the **GYROTONIC® Methodology®**; and

WHEREAS, the Parties wish to enter into this Agreement, whereby GSC will sell such equipment to Purchaser pursuant to the terms herein.

It is therefore agreed:

1. This Agreement regulates the sale and use of the Gyrotonic Exercise Equipment (hereinafter referred to as "Equipment") or any part thereof.

2. The Equipment (or any part thereof), the Gyrotonic Certification Curriculum, and any other items (including, but not limited to promotional, instructional and educational materials) received at purchase from Company or its representative will not be utilized or incorporated in any manner by Purchaser to create alternate or derivative exercise equipment and exercise theories.

3. Purchaser will not utilize the Equipment (or any part thereof) in any commercial manner (including not-for-profit or other charitable manners) except as otherwise permitted in accordance with sections 3(a) and 3(b) listed below.

Furthermore, the Equipment (or any part thereof) and any other items received at purchase (including, but not limited to promotional, instructional and educational materials) will not be loaned, sold, leased or bartered to any individual or organization that intends to utilize the Equipment in a commercial manner (including not-for-profit and other charitable manners) unless both the Purchaser and the individual with whom the Purchaser is entering in to a commercial relationship (Hereinafter referred to as representatives) including not for profit and other charitable relationships) have met the preconditions described in sections 3(a) and 3(b) below. Specifically, both parties must have successfully completed the Gyrotonic Certification Curriculum (including the Gyrotonic Foundation Teacher Training Course, Level I Certification Exam, and the **Archway** Teacher Training Course).

(a) In the event that the Purchaser or its representatives, on execution of this Agreement, warrants that they have successfully completed each aspect of the Gyrotonic Certification Curriculum (including the Gyrotonic Foundation Teacher Training Course, Level I Certification Exam and the **Archway** Teacher Training Course), Purchaser or its representatives shall be permitted to utilize the Equipment in a commercial manner provided that said commercial use is made solely and exclusively in conjunction with the Gyrotonic Certification Curriculum.



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b) In the event that Purchaser or its representatives, subsequent to executing this Agreement, successfully completes each aspect of the Gyrotonic Certification Curriculum (including the Foundation Teacher Training Course, the Level I Certification Exam and the **Archway** Teacher Training Course), Purchaser or its representatives shall be permitted to utilize the Equipment in a commercial manner provided that said use is made solely and exclusively in conjunction with the Gyrotonic Certification Curriculum.

- 1.) Purchaser agrees that Company is not liable for any damages or injuries resulting from unauthorized, inappropriate or negligent use of the Equipment.
- 2.) Purchaser agrees to indemnify and hold harmless Company for all costs of any nature, including attorney's fees, resulting from injury to Purchaser or others through unauthorized, inappropriate or negligent use of the Equipment.
- 3.) The Purchaser acknowledges GSC ownership in and to its trademarks and service marks, namely, GYROTONIC, GYROTONIC & Logo, WHITE CLOUD, GYROKINESIS, *THE ART OF EXERCISING AND BEYOND*, GYROTONER and GYROTONIC EXPANSION SYSTEM together with the trade dress (hereinafter "the Trademarks") and any other intellectual property such as copyrights, product design or package design owned by GSC and it is understood that during the apprenticeship period and attendance at the training sessions and thereafter, Purchaser shall not contest the validity of the Trademarks, claim adversely to GSC any right, title or interest in and to the Trademarks and shall not register, apply to register or aid a third party in registering the Trademarks or a confusingly similar variation thereof anywhere in the world and the Purchaser agrees not to use the above trademarks or any similar variation thereof in any manner whatsoever except as described herein.
- 4.) Notwithstanding the foregoing, the Purchaser shall be permitted to use the Trademarks in connection with advertising and promotional material in connection with instruction of the **GYROTONIC EXPANSION SYSTEM®**. However, Purchaser shall submit to Gyrotonic Sales Corporation copies all advertising, promotional material and other material which the Trademarks appear. The Purchaser specifically undertakes to amend to the satisfaction of GSC any such advertising, promotional material and other material which are requested by GSC. The Purchaser shall not use the Trademarks beyond the scope of activities described above without obtaining the express prior written permission of GSC.
- 5.) Purchaser agrees that they have received and executed the Medical Disclaimer attached hereto as Exhibit A.
- 6.) This Agreement shall bind the parties hereto, their respective assigns, successors, receivers and legal representatives of any type whatsoever.
- 7.) This Agreement shall be construed in accordance with, and governed by the laws of the State Florida. The Parties each consent to jurisdiction of the Federal and State Courts of Miami- Dade County, State of Florida, and of service of process by certified



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mail, return receipt requested. This Agreement may not be modified or changed unless in writing and signed by both Parties. Should any part of this Agreement be invalid or unenforceable, the balance of the Agreement shall remain in full force and effect. Failure of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a waiver of any such provisions.

- 8.) Purchaser is required to pay COD if they request the shipping company to uncrate equipment and remove the crate from their premises. Customer is required to make arrangements with shipping company at time shipping company contacts Purchaser for delivery.

IN WITNESS THEREOF, the Parties have executed this Agreement the date set forth above.

By: _____ Purchaser
Signature

(Print Name)

Attachment A – Medical Disclaimer

I, _____, having purchased the Gyrotonic Equipment, whether for private and/or commercial use for myself or my representatives agree to the following:

1. I am aware that using the Gyrotonic Equipment includes the performance of often vigorous physical exercise which may include stretching, jumping, and aerobics. I fully understand that participation in such activities includes certain inherent risks and voluntarily assume these risks throughout me using the Gyrotonic Equipment. I represent that I am physically fit and know of no physical restriction, disabilities or ailment which may make me unsuitable for intensive athletic exercise.
2. That I have procured prior to purchasing the Gyrotonic Equipment current and enforceable health and liability insurance coverage policies that will be in effect throughout my use of the Gyrotonic Equipment.
3. That this Agreement shall be governed by and interpreted in accordance with the laws of New York State and that any controversies or action arising from this agreement shall be litigated in a court of law

This agreement does not create any rights as to third parties other than those enforceable by Gyrotonic Sales Corp.