

LICENSE AGREEMENT

This Agreement is made between Seaside Run Club, Inc., a Massachusetts nonprofit corporation (“Licensor”), having its principal place of business at 23 Glendale Rd., Marblehead, MA, and the undersigned licensee (“Licensee”). In consideration of the mutual covenants contained in this Agreement, the parties, intending to be legally bound, agree as follows:

DEFINITION

Fit Girls is an educational program that interweaves the promotion of literacy and physical fitness into a single experience that is designed to build wellness of the mind and body. Fit Girls shall include the processes and materials described in Exhibit A attached hereto.

LICENSE

Licensor hereby grants and Licensee hereby accepts a non-exclusive license to implement the current version of Fit Girls (“License”) at one location. Licensee hereby acknowledges that a separate License shall be required for each location at which Licensee (or its agent) operates the Fit Girls program. No license is granted to sell, lease, sublicense or otherwise dispose of Fit Girls. Licensor warrants that it has the right to grant Licensee the License.

DELIVERY

Licensor agrees to deliver to Licensee operational information of Fit Girls. Licensor shall furnish the following to Licensee within 60 days of the execution of this Agreement: (a) Fit Girls Curriculum and Starter Kit described in Exhibit A; (b) set up instruction; and (c) access to an automated online help desk. While the Licensee may continue to use the delivered Fit Girls materials and License indefinitely, Licensor shall not be required (although may elect to from time-to-time without amending of this Agreement) provide improved or additional materials or continuing consultations. Licensee shall provide Licensor the name and contact information of the person implementing Fit Girls on behalf of Licensee.

Name of Coach / Project Director

Address

Telephone / Email

TRADEMARKS

Licensee agrees not to register or use any trademark or trade name of Licensor or any trademark or trade name confusingly similar thereto in sound, appearance, or meaning without first obtaining the written consent of Licensor. Licensor shall have exclusive ownership rights to all improvements to Fit Girls. After the initial transfer, all improvements and alterations to Fit Girls shall remain the property of Licensor and shall be licensed to the Licensee at the sole discretion of the Licensor.

PAYMENT

Upon execution of this Agreement, Licensee shall make a non-refundable payment to Licensor in the amount of \$600.

TERM AND TERMINATION

This Agreement shall commence on the date set forth above and shall continue indefinitely as provided for herein. In the event that either party hereto breaches this Agreement and fails to remedy such breach within 30 days after notice thereof, the non-breaching party shall be entitled to terminate this Agreement upon written notice of such termination. Upon termination of this Agreement, Licensee shall cease its use of Fit Girls as of the effective date of such termination, and the rights of the terminating party and the obligations of the non-terminating party shall not be prejudiced by such termination.

INDEMNIFICATION

Licensee warrants that it will implement Fit Girls using any and all appropriate care and safety measures and protocols in accordance with the lawful and correct implementation of educational or physical fitness programs and as otherwise would be required to ensure the safety and wellbeing of all participants and organizers of Fit Girls. Licensee shall include a waiver of Licensor in waivers signed by program participants. Licensee agrees to

indemnify, hold harmless, and defend Licensor (and its managers, employees, owners, agents) against claims resulting from illness, personal injury, death, property damage, or any use of Fit Girls by the Licensee (or its employees, agents and representatives). As a condition to such defense and indemnification, Licensor will provide Licensee with prompt notice of the claim and permit Licensee to control the defense, settlement, adjustment or compromise of any such claim. Licensor may employ counsel at its own expense to assist it with respect to any such claim; provided however, that if such counsel is necessary because of a conflict of interest of either Licensee or its counsel or because Licensee does not assume control, Licensee will be responsible for the expense of such counsel.

NOTICE

Any notice, consent or communication required to be given or payment required to be made to either party shall be sent to its address as first set forth above, or at such other address as either party may by written notice designate to the other from time to time. Notices shall be in writing and shall be delivered personally, or by mail, postage prepaid.

MISCELLANEOUS

Each party shall give its full cooperation to the other in achieving and fulfilling the terms of this Agreement and, to that end, each party shall give all consents and information and execute all such documents as may be reasonably required to so fulfill and achieve these purposes, including such as may be required by governmental laws or regulations. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Article headings contained in this Agreement are included for convenience only and form no part of the agreement between the parties hereto. Any delays in or failure by either party in their performance under this Agreement shall be excused if and to the extent that such delays or failures are caused by occurrences beyond such party 's control. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended only by a document in writing. No modification, renewal, extension or waiver of this Agreement or any of its provisions shall be binding unless in writing and mutually accepted. Licensee may not assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of Licensor. Any attempted assignment or delegation without Licensor's written consent will be void. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns. This Agreement shall be interpreted and construed and the legal relations created herein shall be determined, in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SEASIDE RUN CLUB, INC., Licensor

By: _____
Jennifer Sheridan, President Date

Licensee

Name of Organization

By: _____
Signature of Organization's Representative Date

Print Name

Address

Address

EXHIBIT A

The **Fit Girls** mission is to promote a healthy and active lifestyle that includes regular exercise for the body (running and walking) the mind (reading) and the heart (showing kindness/community outreach).

Fit Girls have healthy bodies: Running and walking are easy and inexpensive forms of exercise that strengthen a variety of muscles, including the cardiovascular system. Whether as an individual sport or a social activity, running and walking promote better physical and mental health. Our approach to exercise is non-competitive, and each girl is encouraged to find a pace that is comfortable for them.

Fit Girls have healthy minds: Reading helps us learn and grow, exposing us to new ideas and new worlds. A good book is more than just entertainment – it can inspire, motivate and comfort. By introducing girls to meaningful books and engaging stories, Fit Girls helps young women gain a deeper appreciation of themselves, their communities, and their unlimited potential.

Fit Girls have healthy hearts: We exercise our hearts when we **care, share, help** and **listen**. Participating in charitable activities allows us to demonstrate our care and concern for others. Learning about the mission and contributing to the financial goals of a charity enables us to feel and see the value of generosity and the benefits of kindness. It is both powerful and rewarding to realize that we can help make the world a better place. The girls show kindness to their teammates by supporting and cheering for each other at the workouts.

The Fit Girls fitness program is a six week running and reading program for 4th and 5th grade girls. There are two workouts per week lasting approximately one hour. The girls gradually increase the time spent running/walking over the course of the six weeks with a final goal of running/walking in a 5k road race. Each workout includes a “great book of the day” discussion which typically features female protagonists that are *strong, smart* and *bold*. The girls are provided with training/reading logs in which they record both the time and distance they run/walk at each workout and the books they read during the course of the Fit Girls season. Fit Girls also have the opportunity to learn about and support the literacy nonprofit, First Book. **Fit Girls for First Book** reinforces that growing up healthy means growing up with great books. Fundraising for First Book is a group effort, and each girl should feel successful and proud to be a part of the grand total. We emphasize that every small bit of generosity can add up to make a big difference.

The Fit Girls fitness program addresses a variety of important issues in our culture today. According to the Center for Disease Control and Prevention and the Surgeon General’s Report on Children and Physical Activity, children today are less active than they ever have been. Childhood obesity more than tripled from 1975 to 2004, and it has become a public crisis. Inactive children are more likely to become inactive adults, which may lead to health risks that include obesity, high cholesterol and blood pressure, diabetes, stroke, gall bladder disease, joint pain and even some types of cancer. Physical activity and exercise has both physical and emotional benefits. Girls who participate in physical activities have a higher self-image and increased confidence. “Girls in sports are often emotionally healthy. They see their bodies as function, not decorative. They have developed discipline in the pursuit of excellence. They have learned to win and lose, to cooperate, and to handle stress and pressure. They are in a peer group that defines itself by athletic ability rather than popularity, drug or alcohol use, wealth, or appearance.” *Reviving Ophelia*

The Fit Girls Curriculum and Starter Kit include the following:

- Copy of the Fit Girls manual outlining specific lesson plans for all 12 workouts;
- Non-competitive training schedule designed to gradually build endurance to run/walk a 5k road race;
- Forms for duplication including training and reading log sheets, letters for parents, and fundraising; sponsor sheets;
- Fit Girls t-shirt and water bottle;
- List of age-appropriate great books for girls;
- Two new Candlewick press paperback titles to begin a “Fit Lit” lending library;
- Information and promotional materials from First Book;
- Tips on creating successful community or school-based programs;
- Options on how to adapt the program for a shorter season and small groups; and
- Automated on-line support in your training and fundraising efforts along with literature updates on the latest and greatest books for girls.