

LICENSE AGREEMENT

This Agreement by and between **Thrivent Financial Lifelong Resources**, Minnesota corporation, having an office and place of business at 625 Fourth Avenue South, Minneapolis, Minnesota (“Licensor”) and _____, an _____, having an office at _____ (Licensee”).

WHEREAS, Licensor is the owner of the *Thrivent Financial Fitness Club* session format, workshops, and seminars (“Club”).

WHEREAS, Licensee is desirous of hosting a *Thrivent Financial Fitness Club* and will use the *Thrivent Financial Fitness Club* materials including DVD’s, marketing materials and participant workbook(s) (“the Materials”); and

WHEREAS, Licensor is willing to grant Licensee the right to use the Materials and to host a Club for a limited time, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee the non-exclusive right to use, publicly perform, publicly display the Materials in connection with the Club, for a term of one year from the date, hereof, as described in Section 7 and 8, below . This use of Materials and Club grant of license from Licensor to Licensee does not include any right to photocopy or duplicate any of the Materials, or the right to alter the Materials or Club in any way. This grant of license includes the Club license fee of \$375 including all training materials, and 15 participant workbooks.
2. **Use of the Materials and Club.** Licensee shall not with respect to all or any portion of the Materials and Club, publish, reproduce, destroy, alter, retouch, modify, adapt, translate, or change the Materials and Club in any way without receiving written consent from the Licensor.
3. **Ownership of Materials.** Licensee acknowledges Licensor’s ownership of the Materials, agrees that it will do nothing inconsistent with such ownership and that all use of the Materials by Licensee shall inure to the benefit of and be on behalf of the Licensor. Nothing in this Agreement shall give Licensee any right, title or interest in or to the Materials other than the right to use the Materials in accordance with this Agreement, and Licensee agrees that it will not at any time challenge Licensor’s use or registration of the Materials anywhere throughout the world or otherwise challenge Licensor’s ownership of or rights in the Materials. Licensee shall acknowledge Licensor’s ownership of the Materials by using the appropriate copyright notice on all printed materials.
4. **Service Quality.** Licensee agrees that Licensee Services offered in connection with the Materials shall be of high quality and shall be suitable and adequate to the exploitation and protection of the Materials, including the goodwill pertaining thereto. All Licensee Services shall meet and be offered in a manner that meets Licensor’s standards for the quality of services to be offered in connection with the Materials. In addition, Licensee shall allow Licensor, upon reasonable notice, to

verify the quality of Licensee Services by visits to Licensee's offices and in any other way deemed necessary by Licensor.

5. **Licensee Requirements.** After the Licensee has completed all sessions of the Club, the Licensee shall agree to participate in a minimum of one (1) thirty (30) minute telephone interview with Licensor's designee to discuss Licensee's experience in conducting a Club.

6. **Choice of Club location.** Licensor and Licensee shall agree upon all locations at which a Club will be held. Licensor in its sole discretion may disapprove of a location Licensor wishes to hold a Club.

7. **Infringement Proceedings.** Licensee agrees to notify Licensor of any unauthorized use of the Materials and Club by others promptly as it comes to Licensee's attention. Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Materials and/or Club.

8. **Term.** The license to use the Materials under this Agreement shall continue in force until one year from date of signature of Licensor as indicated below so long as the Materials are used in accordance with the terms of this Agreement.

9. **Termination for Cause.** Licensor shall have the right to terminate this Agreement (i) upon Licensee's failure to cure any breach by it of any of the provisions of this Agreement within fifteen (15) days after receiving written notice of such breach from Licensor, or (ii) upon fifteen (15) days written notice to Licensee in the event of any affirmative act of insolvency by Licensee, or upon the appointment of any receiver or trustee to take possession of the properties of Licensee or upon the winding up, sale, consolidation, merger, or any sequestration of Licensee by any governmental authority.

10. **Obligations on Termination.** Upon termination of this Agreement, Licensee agrees to immediately discontinue all use of the Materials and Club and destroy all Materials promptly.

11. **Notice.** Notices required by the terms of this Agreement shall be in writing and sent by registered mail, postage pre-paid and properly addressed to the parties at the addresses set forth above, or at such other address as a party may specify from time to time by proper notice to the other part.

12. **Assignment.** Lessee may not assign any of its rights under this Agreement unless it has received Licensor's prior written consent to do so.

13. **Non-Waiver.** This Agreement constitutes the entire agreement of the parties regarding the subject matter, and may only be waived or modified via a written addendum signed by authorized representatives of each party.

14. **Severability.** Any provision or any portion of any provision of this Agreement shall be construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed to be deleted from this Agreement to the same extent and effect as if never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision which is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect.

15. **Warranty & Representation.** Licensee represents and warrants as follows:
(a) Licensee has the right and authority to enter into this Agreement without receiving the consent or approval of any other person or organization, and this Agreement shall be binding upon and fully enforceable against Licensee.

16. **Interpretation of Agreement.** It is agreed that this Agreement shall be interpreted under the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LICENSOR:

LICENSEE:

Thrivent Financial Lifelong Resources

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Address: _____

City, State, ZIP: _____

Club held at: _____

Date: _____