

**GYROTONIC® Equipment Purchase and Use Agreement For Resale**

This Purchase and Use Agreement is between Gyrotonic Sales Corp (hereinafter referred to as GSC, with offices at 134 Dingmans Court, Dingmans Ferry, PA 18328), and the purchaser named below (Purchaser) GSC and the Purchaser are hereinafter referred to as the Parties Recitals WHEREAS, GSC has designed and developed certain exercise equipment utilizing Gyrotonic equipment and WHEREAS, the Parties wish to enter into this Agreement whereby 3RD Party Seller 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 or any part thereof (hereinafter referred to as Equipment.)
- 2. The Equipment, the Gyrotonic Certification Curriculum, and any other items (including, but not limited to promotional, instructional and educational materials) purchased from GSC or the 3rd Part Seller shall not be utilized or incorporated in any manner by Purchaser to create alternate or derivative exercise equipment and exercise theories.
- 3. (a) Purchaser will not utilize the Equipment in any commercial, not-for-profit or other charitable manner (Commercial Use) except as otherwise permitted in accordance with sections 3(b) and 3(c) below. Furthermore, the Equipment and any other items received at purchase (including but not limited to promotional, instructional and educational materials) shall not without GSC's written consent, not be loaned, sold, leased, or bartered to any individual or organization which intends, or could reasonably be expected, to utilize the Equipment in a Commercial Use, unless the Purchaser and the individual with whom the Purchaser is entering into such commercial relationship have met the preconditions described in sections 3(b) and 3(c) below. Specifically, both parties must have successfully completed the Gyrotonic Certification Curriculum (including the Gyrotonic Foundation Course and Certification Course on Equipment being sold by 3rd Party Seller).
  - (b) In the event that Purchaser, on or before the execution of this Agreement, warrants that Purchaser has successfully completed each aspect of the Gyrotonic Certification Curriculum (including the Gyrotonic Foundation Course and Certification Course on Equipment being sold by 3rd Party Seller), Purchaser shall be permitted to utilize the Equipment for Commercial Use provided that said Commercial Use is made solely and exclusively in conjunction with the Gyrotonic Certification Curriculum.
  - (c) In the event that Purchaser, subsequent to executing this Agreement successfully completes each aspect of the Gyrotonic Certification Curriculum (including the Gyrotonic Foundation Course and Certification Course on Equipment being sold by 3rd Party Seller), and presents satisfactory evidence to such effect to GSC, then Purchaser shall be permitted to utilize the Equipment for Commercial Use provided that said use is made solely and exclusively in conjunction with the Gyrotonic Certification Curriculum.
  - (d) Purchaser shall not permit the Equipment to be used by anyone unless that person has successfully completed each aspect of the Gyrotonic Certification Curriculum.
- 4. Purchaser agrees and acknowledges that GSC shall not be liable for any damages or injuries resulting from unauthorized, inappropriate or negligent use of the Equipment.
- 5. Purchaser represents that Purchaser has read the Medical Disclaimer below which Purchaser represents to be true and accurate as to Purchaser.
- 6. Purchaser agrees to indemnify and hold GSC has less from any liability, claim, action or suit of any kind or nature, including attorney's fees, resulting from any breach or alleged breach of any representation by Purchaser hereunder, or any injury to Purchaser or others through the use of the Equipment.
- 7. This Agreement shall be binding upon the parties hereto, their respective assigns, successors, receivers, and legal representatives of any type whatsoever.
- 8. In the event that the Purchaser uses a leasing company to purchase the Equipment the Purchaser is bound to all terms and conditions of this agreement regardless of the terms of any such Leasing Agreement.
- 9. This Agreement shall be construed in accordance with, and governed by the laws of the State of 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 mail. 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 for any period of time any of the provisions of this Agreement shall not constitute a waiver of any such provisions.
- 10. The Purchaser acknowledges GSC's ownership in and to its trademarks and service marks namely, GYROTONIC & Logo, WHITE CLOUD, Cobra, GYROKINESIS, GYROTONER, Transformer, THE ART OF EXERCISING AND BEYOND 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 Purchaser shall not at any time contest the validity of the Trademarks, claim adversely to GSC any right, title or interest in and to the Trademarks, shall not register, apply to register or aid a third party in registering the Trademarks or a confusingly similar variation thereof, or use the Trademarks or a confusing similar variation thereof anywhere in the world whatsoever except as described herein.
- 11. Notwithstanding the foregoing, the Purchaser shall be permitted to use the Trademarks in advertising and promotional material in connection with instruction of Gyrotonic. However, Purchaser shall submit to GSC for approval copies of all advertising, promotional material and other material that Purchaser wishes to use.
- 12. This Agreement does not create any rights as to third parties other than those enforceable by GSC.
- 13. Purchaser has procured, prior to purchasing the Gyrotonic Equipment, current and enforceable health and liability insurance coverage policies that will remain in full force and effect throughout Purchaser's use of Gyrotonic Equipment.  
Medical Disclaimer
- 14. Purchaser is aware that using the Gyrotonic Equipment includes the performance of vigorous physical exercise, which may include stretching, jumping, and aerobics. Purchaser fully understands that participation in such activities includes certain inherent risks and voluntarily assumes these risks throughout Purchasers use of the Gyrotonic Equipment. Purchaser represents that Purchaser is physically fit and knows of no physical restriction, disabilities or ailment that may make Purchaser unsuitable for intensive athletic exercise.

Seller Name _____	Purchaser Name _____
Seller Address _____	Purchaser Address _____
Seller Signature _____	Purchaser Signature _____
Date _____	Date _____

Type of Equipment bought/name of piece(s) \_\_\_\_\_