



ENROLLMENT APPLICATION & LICENSING AGREEMENT

PLEASE PRINT CLEARLY & COMPLETE ALL FIELDS

1. APPLICANT CONTACT INFORMATION
Circle One: Mr. Mrs. Miss
Name: _____
Address: _____ _____
Daytime Telephone: _____
Evening Telephone: _____
Email Address: _____
2. APPLICANT CREDENTIALS
a. Are you currently a practicing helping professional (counselor, therapist, coach, minister, etc)? Yes _____ No _____ If yes, what type _____
b. Location of your practice (City, State/Province): _____
c. Professional Qualifications (complete as applicable): i) Highest college/university degree _____ Year earned _____ From _____ ii) License type (if any) _____ License # _____ iii) Specialized training in Relationships (if any): _____ _____ iv) Specialized training in Coaching (if any): _____
3. Payment Information (Note: This section must be completed even if you joined and paid online.)
a. Membership Level: (Check One) _____ Basic (\$29.00 USD per month) _____ Premium (\$49.00 USD month) _____ Lifetime Membership _____ Premium PLUS (\$49.00 USD month) _____ Lifetime Platinum Membership

b. Primary Credit Card Payment Information:

Name on card _____ Visa / MC / AMEX / Discovery _____

Card #: _____ Expiration Date ____/____

Billing Address Of Card (if different than above) _____

Alternate Credit Card Payment Information (in event primary card is declined):

Name on card _____ Visa / MC / AMEX / Discovery _____

Card #: _____ Expiration Date ____/____

Billing Address Of Card (if different than above) _____

c. Authorization for Single Payment and Monthly Membership and Licensing Fees (Check one ONLY if you are paying for membership in one single payment.)

_____ I authorize Relationship Coaching Institute to bill my credit card for **\$1495.00 USD for the nonrefundable Basic** membership enrollment fee, and to bill me monthly for the membership level amount checked above in 3a.

_____ I authorize Relationship Coaching Institute to bill my credit card for **\$1995.00 USD for the nonrefundable Premium** membership enrollment fee, and to bill me monthly for the membership level amount checked above in 3a.

_____ I authorize Relationship Coaching Institute to bill my credit card for **\$3995.00 USD for the nonrefundable Lifetime** membership enrollment fee for the lifetime membership level checked above in 3a.

_____ I authorize Relationship Coaching Institute to bill my credit card for **\$3995.00 USD for the nonrefundable Premium Plus** membership enrollment fee, and to bill me monthly for the membership level amount checked above in 3a.

_____ I authorize Relationship Coaching Institute to bill my credit card for **\$5495.00 USD for the nonrefundable Lifetime Platinum** membership enrollment fee for the lifetime membership level checked above in 3a.

_____ **I have paid the nonrefundable enrollment fee online** in one single payment for the _____ membership level and authorize Relationship Coaching Institute to bill my credit card **monthly for membership fees** for the membership level amount checked above in 3a.

Signed: _____ Date: _____

d. Authorization for Extended Payment Terms and Monthly Membership and Licensing Fees (Complete ONLY if you are paying for membership using extended payment terms.)

I agree to pay the nonrefundable enrollment fee in installments, as per the published Relationship Coaching Institute's payment schedule at the time of my enrollment, which includes a \$25 administrative fee per each payment, and authorize Relationship Coaching Institute to **bill my credit card for _____** (enter # of payments) **payment installments** and for **monthly membership fees** for the membership level amount checked in 3a. **I agree to pay the nonrefundable enrollment fee IN FULL** and understand that the consequences of default could include: enrollment fee balance due in full immediately; termination of my membership and account handed to collection agency. **I agree to pay all collection and legal fees** that are incurred by Relationship Coaching Institute as a result of my defaulting on these agreed payment terms.

Signed: _____ Date: _____

LICENSING AGREEMENT

This Agreement is made and entered into by and between Relationship Coaching Institute, at P.O. Box 111783 Campbell, CA, USA 95011 ("Licensor") and _____, having an office or residence at _____ ("Licensee").

WHEREAS, Licensor is the copyright owner of certain teaching and training materials for relationship coaching designed to support and promote successful lifetime relationships, Copyright © 1998-2010, by Relationship Coaching Institute, with all rights reserved. (Copyright)

WHEREAS, Licensee is desirous of obtaining a license under the Copyright to use the copyrighted materials in Licensee's business and thereby enhance the learning and teaching techniques Licensee utilizes in his/her practice.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 The terms "Licensed Material" and "Licensed Method" shall mean, collectively, the electronic form or paper printed materials, writings and other documents outlining and describing the method of Relationship Coaching Institute for relationship coaching to support and promote successful lifetime relationships of clients and which materials and method are hereby confirmed to be copyrighted by Licensor.

1.2 The term "Effective Date" shall mean the date this agreement is executed by both parties, or if earlier, the date a first purchase was made by Licensee for use in professional practice of any of the copyrighted materials.

1.3 The term "Copy" (or "copying" or "copied" if so implied by the context) includes photographic, or other physical duplication of written materials, electronic analogue recording, electronic digital recording, and any other method whereby writings, sounds, software, or other data is duplicated and the duplicate retained or used independently from the source from which it came.

ARTICLE II

NON-EXCLUSIVE LICENSE

2.1 Licensor hereby grants to Licensee as of the Effective Date a non-exclusive right and license without the right to sublicense, to practice and use the Licensed Materials and Licensed Method for client training, teaching, and coaching.

ARTICLE III

PAYMENT

3.1 Payment for this license will be made by Licensee to the Licensor at the current published rate for the membership level selected by the Licensee. Payment includes a one-time, non-refundable enrollment fee and monthly membership fees, which are billed monthly in advance on the first day of each month, using the Licensee's credit card information, which Licensee is required to provide to the Licensor. During the period in which monthly license fees are kept current:

- a. Licensee's payment of their membership fees will be billed on a monthly basis.
- b. Licensee is granted unlimited access to all electronically distributed Licensor materials, which are included in the membership program selected by the Licensee, as set out in Enrollment Section 4a of this Agreement. Licensee is granted permission to print and distribute licensed material to Licensee's clients only. Printed versions may be made available to Licensee at additional cost.

ARTICLE IV

LICENSEE CREDIT CARD INFORMATION

4.1 The Licensee is responsible for providing the Licensor with valid credit card information, which will enable the Licensor to bill the Licensee for the monthly membership fees. As a courtesy, the licensor will advise the Licensee in advance of the approaching expiration date of their credit card. Failure of the Licensee to provide new expiration date information to the Licensor prior to credit card expiration, will result in the Licensor billing the Licensee for one full year's membership fees, which is 12 times the current monthly published rate for the membership program selected by the Licensee. In this event, the Licensee will not receive the standard 10% discount that is provided for annual payment of membership fees.

ARTICLE V

PRICING

5.1 Monthly license fees are subject to change. RCI will provide written notice 60 days in advance of any change to Licensee's current monthly membership fees. Prepaid fees will not incur any pricing change until end of the prepaid term.

ARTICLE VI

INDEMNIFICATION

6.1 Licensee agrees to indemnify and hold harmless, the Licensor, its legal representatives, executors, administrators and heirs from and against any and all suits in law or in equity, and from and against any and all claims, demands, damages, complaints, or other liability or obligation, whether arising by contract, tort, or statute, and whether resulting in monetary damage, personal injury, property damage or death, which claim is in any way related to, or is asserted to have resulted from, the use of the Licensed Materials or Licensed Method by Licensee or his clients, and upon the tendering of any such suit or claim to Licensee, to defend the same at Licensee's expense as to all costs, fees and damages. The foregoing indemnification shall apply whether Licensee or Licensor

defends such suit or claims and whether the damages, death or injury is caused by the sole or concurrent negligence or alleged negligence of Licensee.

ARTICLE VII

COPYRIGHT MARKING

7.1 Licensee agrees to attach to some part of each and every Licensed Material or Licensed Method copied by her or him, the following copyright designation: Copyright © 2010, by Relationship Coaching Institute, with all rights reserved. Failure to provide copyright attribution constitutes a copyright infringement and may result in immediate termination of this Licensing Agreement.

ARTICLE VIII

PROHIBITED TRANSACTIONS

8.1 Licensee hereby covenants, warrants and represents for him/herself, his/her agents, employees, successors and assigns, that each of them will not, other than in conformance with Article III, copy, disseminate, or in any way use the Licensed Materials and Licensed Method, except:

- a. for the purpose of improving Licensee and his/her personal skills and professionalism in the support mechanism licensed, and
- b. in practicing his/her profession on clients utilizing the Licensed Materials and Method.

8.2 Licensee hereby covenants, warrants and represents for him/herself, his/her agents, employees, successors and assigns, that no copies of the Licensed Materials or Method will be given to any person other than the appropriate workbook to a client, and Licensee specifically covenants, warrants and represents for him/herself, agents, employees, successors and assigns, that they will not, during the existence and performance of this agreement, and for a period of ten (10) years thereafter, sell, give, loan, or otherwise make accessible to any person in the helping professions, which includes, but is not limited to the counseling, therapy or personal coaching fields, the Licensed Materials and Licensed Method, without the written consent of the Licensor, and will keep in confidence and protect the integrity of the Licensed Materials and Method with respect to use by any person in the helping profession, which includes, but is not limited to the counseling, therapy or personal coaching fields, who is not licensed by the Licensor to use the Licensed Materials and Methods.

ARTICLE IX

ASSIGNABILITY

9.1 This Agreement shall be binding upon and inure to the benefit of Licensee, its successors and assigns; it may not be transferred or assigned without the consent of the Licensor, but Licensor agrees not to withhold such consent if the transfer proposed is of the entire business of Licensee and the proposed transferee has the same or equivalent qualifications as does the assignor, and agrees in writing to assume all of the obligations of Licensee under this Agreement.

9.2 This agreement shall be binding upon and inure to the benefit of Licensor, his or her legal representatives, executors, administrators and heirs and is assignable by Licensor or his legal representatives, executors, administrators or heirs along with an assignment of the Copyright.

ARTICLE X

TERM AND TERMINATION

10.1 The term of this Agreement shall be effective from the Effective Date and, unless sooner terminated in accordance with this Article X, shall remain effective during the active enrollment of the Licensee in the RCI membership program. Active enrollment is defined as current membership fees being paid and up to date per payment terms listed in section 3.1 of this agreement.

10.2 Licensee may terminate their membership at any time by providing thirty (30) days written notice to the Licensor.

10.3 If Licensee shall be in default of any material obligation hereunder, Licensor may give written notice of such default and in the event that Licensee shall not have remedied such default within fifteen (15) days after the date of receipt of such notice, Licensor shall have the right to immediately terminate all rights and the Licensee under this Agreement without further notice to the Licensee.

10.4 Licensor reserves the right to revoke license with cause, defined as a serious concern about the competency or professionalism of the licensee, with the written consensus of two staff members of Relationship Coaching Institute.

10.5 In case of a termination of the rights of Licensee as set forth in Section 10.2 and 10.3 prior to the scheduled expiration date for any reason:

- a. All fees and other amounts payable by Licensee to Licensor shall become due immediately.
- b. Licensee shall return to Licensor all copies, materials, documents, data, writings, or any other record, in any form or of any nature, containing or pertaining to any the Licensed Materials and Licensed Method or record, and Licensee will not keep in his or her possession or control, any copy or any other record of materials, documents, data, writings or reproduction, of the Licensed Materials or Method.

ARTICLE XI

MISCELLANEOUS

11.1 The validity, construction, performance and interpretation of this Agreement and the legal relations of the parties to it shall be governed by the laws of the State of California.

11.2 All disputes, controversies or differences which may arise between the parties hereto in relation to this Agreement, including the validity of this Section 10.2 or any claim arising out of or relating to this Agreement, or the breach thereof shall be settled by binding arbitration in the County of Santa Clara, California, in accordance with the codified California procedures for arbitration, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. In the event arbitration is instituted, the prevailing party shall be entitled to recover in such proceeding, its or his attorney fees and costs incurred in prosecuting or defending the action, including the costs leading up to the action, in addition to whatever other award may be granted by the Arbitrator. Anything to the contrary notwithstanding, the Arbitrator shall have no power with reference to determining the ownership of copyrighted and other intellectual property rights as between the parties, nor to find that Licensor had no right to license the Licensed Materials and Method, and if either of those subjects is a material portion of the controversy, claim, or other dispute,

then arbitration shall not proceed with respect to any part of those issues, unless that issue is resolved by the parties or a court of competent jurisdiction. Anything in the foregoing to the contrary notwithstanding, an action for collection of unpaid royalties does not require arbitration, and may proceed directly in a court of competent jurisdiction.

11.3 In the event that any part of this Agreement shall be determined to be in violation of a statute, rule of law, governmental regulations or decree of court of competent jurisdiction, such part shall be void and of no effect but the remainder of this Agreement shall continue in full force and effect.

11.4 The parties hereto are independent contractors and have and shall have no power, nor will either of the parties represent that either has any power, to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name.

11.5 The headings of this Agreement are for convenience only and not intended to be used in determining the construction or interpretation to be given to any provision of this Agreement.

ARTICLE XII

ADDRESSES AND NOTICES; AMENDMENT

12.1 The addresses of the parties hereto are as follows, but either party may change its address for the purpose of this Agreement by notice in writing to the other party:

Licensor: Relationship Coaching Institute, P.O. Box 111783 Campbell, California USA 95011

Licensee: _____

12.2 In the event notices, reports or payments required or permitted to be given or made under this Agreement, are sent by certified or registered mail, returned receipt requested, postage prepaid, or by telegram, telex or facsimile to the party entitled thereto to the above-mentioned address, they shall be deemed to have been given or made at the expiration of five (5) days from the time of posting by registered or certified mail or at the expiration of two (2) days by telegram, telex or facsimile; provided, however, that notices of change of address will be effective when received.

12.3 Amendments to this agreement shall be made only in writing, which writing shall be executed by the parties, or persons authorized by them to execute agreements on their behalf.

IN WITNESS WHEREOF the parties have executed this Agreement, composed of seven pages, not counting the Schedule, on _____ 2010, by Licensor and on _____ 2010, by Licensee.

Relationship Coaching Institute
Licensor

Licensee

By: _____

By: _____

Printed Name: David Steele

Printed Name: _____

FAX completed application and **completed pages 1, 2, 3 and 7** of this agreement to:
408-228-0884 or mail to: Relationship Coaching Institute P.O. Box 111783, Campbell,
California, USA 95011

SCHEDULE I - PLAIN ENGLISH TRANSLATION OF RCI LICENSING AGREEMENT

ARTICLE I: DEFINITIONS

Relax, you are not signing your life away. The purpose of this agreement is simply that you acknowledge our copyright to our programs and materials, and defines how you can use them in your practice for marketing and with your clients.

ARTICLE II: NON-EXCLUSIVE LICENSE

This means that you have the ability to use our materials and methods with your clients, and that you are not the only licensee of our materials and methods.

ARTICLE III: PAYMENT

Your monthly membership fee provides you unlimited use of our programs and materials based on the level of membership that you have selected.

ARTICLE IV: CREDIT CARD INFORMATION

We need your current credit card information to keep your membership in good standing.

ARTICLE V: PRICING

Fee are subject to change, but not if you have pre-paid or become a lifetime member.

ARTICLE VI: INDEMNIFICATION

If you get into trouble (heaven forbid!), you do not blame us.

ARTICLE VII: COPYRIGHT MARKING

If you use our materials with your clients, we are credited as the source.

ARTICLE VIII: PROHIBITED TRANSACTIONS

You agree to use our materials with your clients as intended, and do not distribute copies to others for any other reason.

ARTICLE IX: ASSIGNABILITY

Your license is not transferable to anyone else without our agreement.

ARTICLE X: TERM AND TERMINATION

Your license is good as long as your membership fees are current, and will be terminated for nonpayment 15 days after our written notification. We want you to be successful, and must protect ourselves and the public as well, so if two or more RCI staff have a serious concern about your competency or professionalism, we reserve the right to terminate your license. If terminated, you agree to stop using all of our copyrighted programs and materials.

ARTICLE XI: MISCELLANEOUS

Disputes will be settled in arbitration in Santa Clara County, CA. We cannot make representations on each other's behalf. The Licensing Agreement is only as valid as the law allows.

ARTICLE XII: ADDRESSES AND NOTICES

We need your mailing address to be current, and for you to notify us in writing if you move. Changes to agreement may be made by mutual agreement in writing.

Note: The above is a summary and not a comprehensive explanation. If you have any questions about the Licensing Agreement, please let us know. Feel free to seek legal consultation if you wish. Our intention is to create a mutually beneficial partnership by supporting you to be successful in helping your clients have fulfilling relationships and confidently share our intellectual property with you.