

Ms/Miss Fitness *COUNTRY*
LICENSING AGREEMENT

This agreement confirms in writing that *COMPANYNAME* () will be the official representative of the International Fitness Sanctioning Body (IFSB) for the *COUNTRY*. *COMPANYNAME* promises to adhere to all rules, regulations, and formats of the IFSB. The first annual licensing fee is \$1,500.00USD. It is further agreed that the licensing fee in the first five (5) years will not increase more than 50% per year, with the licensing fee not to exceed \$5,000.00USD per year through the year 2- - -. Starting in the eleventh year, 2- - -, the annual increase shall not exceed 10% per year. *COMPANYNAME* will have the right to renegotiate this agreement with the IFSB anytime after January 1, 2- - -. *COMPANYNAME* and IFSB agree to negotiate in good faith should such renegotiation occur. Further, *COMPANYNAME* may terminate this licensing agreement at any time by giving the IFSB thirty (30) days notice in writing. If *COMPANYNAME* should choose to terminate this agreement, all rights licensed to *COMPANYNAME* revert back to IFSB, and IFSB shall have no further obligation to *COMPANYNAME*.

The sanctioned promoter agrees to indemnify and hold harmless the NFSB/IFSB, Ms. Fitness, Miss Fitness, Wally Boyko Productions, Inc., their designee which may record the event, their Boards of Directors, officers, agents, employees, sponsors, co-sponsors, officials and sub-contractors from any and all claims or rights for injuries or damages suffered by anyone including financial liability incurred by the sanctioned promoter in holding a sanctioned event.

The promoter applying for this sanction agrees to become familiar with and comply with the rules and regulations of the NFSB/IFSB which govern Ms/Miss Fitness competitions.

This sanction, if approved, may not be transferred without written authorization from the NFSB/IFSB.

In addition, *COMPANYNAME* agrees to provide round-trip airfare/transportation for a minimum of one (1) and a maximum of three (3) competitors from its Ms/Miss Fitness *COUNTRY* finals to the Ms. Fitness World finals held each year in the USA.

It is understood that *COMPANYNAME* will have the first right of refusal to renew this agreement in future, subsequent years.

The IFSB agrees that *COMPANYNAME* will have exclusive rights under this agreement to sanction all Ms/Miss Fitness competitions throughout the country of *COUNTRY* and that all monies collected by *COMPANYNAME* from its sanctioned promoters, contestant annual membership fees, sponsors, co-sponsors, *COUNTRY* television, and other sources of revenue generated by *COMPANYNAME* shall be solely its and no other entity or person will be granted any rights to be

sanctioned in any way whatsoever by the IFSB or to use the Ms/Miss Fitness name in any manner whatsoever throughout the country of *COUNTRY*. Specifically excepted from this paragraph is the distribution of Ms. Fitness magazine published by Wally Boyko Productions, Inc. (WBP), and the Ms. Fitness USA and Ms. Fitness World television specials, also known as Miss Fitness USA and Miss Fitness World television specials, produced by WBP.

I/We agree to the terms and conditions stated herein:

DATE

DATE

Wally Boyko Productions, Inc.