Soul Coaching® Trainer Agreement

Denise Linn Seminars Inc. (Licensor) with a principal place of business at: PO Box 1135, Lakeport CA 95453 has developed educational training and certification programs for practitioners of Licensor’s Soul Coaching® Practitioner Certification

Licensor is the owner of the following service marks or names:

- Soul Coaching®
- Soul Coaching® Practitioner (CSC)
- Soul Coaching® Advanced Practitioner (ACSC)
- Soul Coaching® Master Practitioner (CMSC)
- Soul Coaching® (SCT) Trainer
- Soul Coaching® LOGO

(“the Practitioner Marks”), which are to be used by those individuals (The Licensee) who have completed the minimum standards and requirements of the Certification course(s) Course as established by Licensor.

These requirements to be a Soul Coaching® Trainer are:

- Completed the Soul Coaching® Practitioner Training, the Advanced Soul Coaching® Practitioner training, and the Soul Coaching® Trainer training.
- Coached more than 30 Soul Coaching® clients
- Held more than 5 group programs using the 28 day Soul Coaching® Program; with at least two in person program and at least one online program
- Led more than 14 Soul Journeys (either with groups, one on one, in person or over the phone or internet)
- Led more than 6 Past Life Journeys
- Completed a minimum of 3 Soul Coaching® Oracle Card readings using either the Soul Coaching® Oracle card deck, or the Gateway Oracle Card deck in conjunction with a Soul Coaching® client session.
- Held a minimum of two group workshops on Soul Coaching® topics, such as spirit sticks, vision boards, miracle boxes, etc.
- Personally completed:
  - The 28 Day Soul Coaching® program and vision quest
  - The 28 Day Messages from the Body Program
  - The 21 Day Clutter Clearing Quest (Advanced Program)
  - Familiarized with the 28 Day program for Women at Risk
  - Familiarized with all Soul Coaching® related workshops as outlined in the Soul Coaching Practitioner manual

The parties agree:

1. Grant of Rights.
   (a) Licensee has the non-exclusive right to use the Licensed Marks as initialed by License below as approved by Licensor (subject to revision).
   (b) The Licensee will be able to advertise, promote and offer to the public their personal services using the terms above employing the techniques, methods and training as taught in the Certification Course, by and through any and all manner, media and means so long as Licensee upholds the Quality Standards and Code of Ethics established by Licensor (subject to revision at any time).
   (c) The Licensee acknowledges that all right, title and interest in and to the Marks belongs to
Licensor. Licensee agrees that it shall not apply for registration or seek to obtain ownership of any of Marks belonging to Licensor in any nation. Further, Licensee agrees that neither now, nor at any time in the future, will Licensee, or Licensee’s challenge the Licensor’s ownership rights in Licensor’s Marks.

2. Term.
   (a) The Initial Term shall commence as of the date of signature and shall continue until either party chooses to end the agreement.
   (b) The term of this agreement automatically renews for successive terms of one year each unless Licensor gives written notice to Licensee not less than 30 days to expiration of the then current term. If the Licensee does not adhere to the Code of Ethics the license may be terminated upon 10 days written notice.
   (c) Upon expiration or termination of this License, Licensee shall immediately discontinue use of the Licensed Marks, and shall destroy all written and electronic advertising containing the Marks.

3. Quality Standards and Approval.
   (a) Licensee agrees that the Licensee’s personal services shall conform to such standards and specifications as outlined in this agreement. Licensor may change such standards and specifications in writing at any time and will be implemented within 30 days of publishing. Licensee, and services rendered by Licensee after that date shall conform to such standards and specifications unless otherwise agreed in writing by Licensor.
   (b) Licensee agrees to use the Licensed Marks exactly as designated by Licensor.
   (c) Licensee shall not alter, modify, dilute or otherwise misuse the Marks or bring them into disrepute, and Licensee shall not add any words, denominations, or other graphic elements or symbols to the Marks.
   Licensee’s initials next to the appropriate listing of the Marks below shall constitute agreement for the “Licensed Marks.”

Upon completion of the certification requirements of the Soul Coaching® Trainer program, Licensee is entitled to use the following:
- Soul Coaching® Trainer (SCT) Only approved initials
- International Institute of Soul Coaching® Trainer
- International Soul Coaching® Institute LOGO

4. Warranties; Representations of Licensor.
   Licensor hereby warrants and represents that:
   (a) Licensor will maintain standards of quality which all Licensees of the Marks must adhere to; and
   (b) Licensor has completed all requirements to be a Soul Coaching® Trainer (See document addendum for details)
   (c) Licensor will take reasonable steps to protect the Marks from third party infringements.

5. Warranties; Representations of Licensee.
   (a) Licensee agrees to be bound by Quality Standards and Code of Ethics as established by Licensor for all licensees of the Licensed Marks.
   (b) Licensee will use Licensed Marks only in an approved manner in all advertising and marketing, and solely in connection with the professional services signifying the Soul Coaching® Practitioner Certification Program.
   (c) Licensee acknowledges that use of the Licensed Marks is personal and non transferable.
   (d) Licensee acknowledges that the Workshop Materials and manuals provided to Licensee for use in connection with Soul Coaching® Practitioner course are the copyrighted materials of Licensor. No reproduction or use of the Manual or any materials may be made except as is reasonably necessary to conduct authorized Soul Coaching® Practitioner services.
   Upon termination of this agreement for copyright or trademark infringement or for violation of Quality Standards or Code of Ethics, Licensee shall promptly return or destroy all copies of
Soul Coaching® Practitioner manuals and/or material to Licensor at the Licensor’s request.

(e) Licensee agrees to maintain current address, phone, and email information on file with Licensor, and to provide prompt written notice of any change of personal information.

Licensee agrees that use of the Licensed Marks is in accordance with the following standards:
(a) Integrity towards clients and the Soul Coaching® Practitioner practice will be maintained at all times;
(b) Licensee will maintain an ethical, compassionate and professional relationship with clients and peers. Licensee will demonstrate the qualities of kindness, absolute support, respect, integrity and authenticity with working with their peers, other Soul Coaching® Practitioners and in the community when representing Soul Coaching.
(c) Licensee will practice the embodiment of Soul Coaching® Practitioner principals of generosity of spirit within the Soul Coaching® Practitioner community and in participation in Soul Coaching® Practitioner events and in all client interactions.
(d) Licensee will adhere to guidelines for conduct and personal marketing using the Marks;

7. Education Quality Standards.
As a condition of the rights licensed in this agreement, Licensee agrees that use of the Licensed Marks will be subject to the following terms and conditions, all which are important and required as a Soul Coaching® Trainer.

(a) Signing this license indicates acceptance of all conditions outlined in the Soul Coaching® Trainer Practices manual, including, but not limited to the following:

1) Teach ALL the instructional materials from the Soul Coaching® Practitioner(SCP) Manual

2) Make no changes to the SCP Manual and handle it with integrity and security, in both print and electronic forms. All additional materials provided to students should be clearly identified as such.

3) Create a lesson plan enabling presentation of the all materials contained in the Soul Coaching® Practitioners Manual, allowing adequate time for each student to process their own experiences through Soul Journeys™ meditations, group activities, and individual self-development activities.

4) Offer certification programs with tuition pricing structured as outlined in the Teacher Practices manual.

5) Establish and provide to each student appropriate tuition, deposit, refund and course completion policies prior to course.

6) Require students sign a professional waiver prior to start of course work.

7) Maintain proper insurance coverage for yourself and business.

8) Follow defined business practices for refunds, cancellations, medical waivers, etc. as outlined in the Soul Coaching® Trainer Practices manual.

9) Create a rich, compassionate learning environment where students feel a generosity of spirit from you, the teacher, and where they experience acceptance and honoring of one another.

10) Provide each student with the official Soul Coaching® student kit packet, purchased from the official Soul Coaching® Wisdom Team.
(11) Present the course in one of the approved course formats, as outlined in the Soul Coaching® Trainer Practices Manual.

(12) Teach the appropriate number of education hours following the guidelines for the minimum number of hours and structures for the course to be offered.

(13) Add education hours when adding additional topics or extra activities for the class and clearly identify any specialty training offered.

(14) Support students in completing a soul journeys with other students. Support the students in completing a 28 day program with the Trainer as the program leader.

(15) Graduate students with the story of the Sage of the Plum Red Robe.

(16) Present each graduate with a Soul Coaching® Practitioner graduation certificate only when all elements of training have been completed.

(17) If offering a certification program that is not consecutive dates, (where students may have the copyrighted materials at home prior to graduation) have students sign the Soul Coaching® Apprentice agreement with the Licensor.

(18) Register all graduates with the Soul Coaching® Wisdom Council, and assist the new graduates in the signing of the Soul Coaching® Practitioner license agreement.

(b) Licensee warrants and represents that the Licensor possesses unique information (the "IP") relating to teaching the SCP Certification Courses which include:

(1) Methods, processes, formats, specifications, systems, procedures, sales and marketing techniques and knowledge of, and experience in the teaching of SOUL COACHING workshops and certifications, including any and all contents of the SC Practitioners Manual and the SC Trainers Manual;

(2) Marketing programs. The Licensor's IP shall be disclosed by the Licensor to Licensee through documents, electronic or magnetic means. In view of the foregoing, any unauthorized use by Licensee of the IP provided by the Licensor pursuant to this Agreement, shall be construed as disclosure of the IP of the Licensor and shall, therefore, entitle the Licensor to exercise all of the legal actions derived from any applicable law and/or regulations the Licensor may deem convenient.

(b) Use and Limitation on Use. Licensee acknowledges and agrees she or he will not acquire any interest in the IP, other than the right to utilize disclosed IP in operating the Licensee's business during the term hereof and that use or duplication of any IP in any other business would constitute an unfair method of competition. Licensee further acknowledges and agrees that the IP is proprietary, including trade information of the Licensor and is disclosed to Licensee solely on the condition that Licensee agrees, and Licensee does hereby agree, that Licensee:

(1) will not use the IP in any other business or capacity;
(2) will not make unauthorized copies of any portion of the IP disclosed in written or other tangible forms; and
(3) will adopt and implement all reasonable procedures that Licensor prescribes to prevent unauthorized use or disclosure of the IP.

(c) Licensor's Rights to Soul Coaching® Materials: Licensee acknowledges that the Licensor owns all aspects of SC program, existing now or hereafter developed either by the Licensor or Licensee for use by SC practitioners, including but not limited to Soul Coaching® Practitioner manual, Advanced Soul Coaching® materials, Soul Coaching® Trainer manual materials. Licensee will not copy
and use any of this material as their own creative effort. Any materials copied for use with clients shall be indicated as copyright of Soul Coaching® and Denise Linn.

(d) Updated Information. Licensee, within 30 days or a time period mutually agreed upon, will receive any updated information regarding the SC Practitioners Manual, the Advanced Manual and the SC Teachers Manual, shall in turn use the new copy of the SC Manuals and the SC Teachers Manual as instructed by the Licensor and shall conform its operations with the updated provisions within a reasonable time thereafter. Licensee acknowledges that a master copy of the SC Practitioners Manual, SC Advanced and the SC Teachers/Educators Manual maintained by the Licensor at its principal office shall be controlling in the event of a dispute relative to the content of any the SC Manuals and the SC Teachers.

8. Restrictive Covenants.

(a) While this Agreement is in effect, Licensee and its officers, partners, directors, agents or employees (who have completed the Licensor's Trainer Training) or had access to the SC Trainer Practices Manual, including without limitation, the beneficial owners of a 5% or greater interest in Licensee, where the Licensee is a company, shall not, directly or indirectly, engage in or participate, as an owner, officer, partner, director, agent, franchise sales agent, employee or otherwise in any other business which engages in a business which is the same or substantially similar to the SC certification program, including, without limitation any in the fields of life or intuitive coaching or training program without having first obtained the Licensor's written consent.

(b) Post-Termination Covenant Not To Compete. Licensee has acquired from the Licensor unique information regarding Licensor's IP which, in the event of a termination of this Agreement, could be used by Licensee to injure the Licensor. As a result, Licensee and its officers, partners, directors, agents or employees who have completed the Licensor's Educator Course(s) or had access to the SC Trainers Practices Manual, including without limitation, the beneficial owners of 5% or more of the ownership interest in a Licensee which is a company, shall not for a period of two years from the date of termination, transfer, or expiration of this Agreement, or for a period of two years after termination or cessation of such person's relationship with Licensee in such capacity, whichever first occurs, without first having obtained the Licensor's consent, engage in, or participate as, an owner, officer, partner, director, agent or employee in any other business which engages in, or licenses or franchises others to engage in a business training or certifying others in the field of life or Soul Coaching® which is substantially similar to Soul Coaching®, unless such right is granted pursuant to a separate agreement with the Licensor.

Licensee hereby indemnifies, saves and holds Licensor, its successors and assigns, and its parent, subsidiary and affiliated companies and its and their respective officers, employees, partners, joint venturers, and agents, harmless from any and all liability, claims, demands, loss and damage (including, without limitation, reasonable attorneys’ fees and court costs) arising from or connected with any claim, demand or action which is inconsistent with any of the warranties, representations or agreements made or assumed by Licensee in this Agreement. Licensee shall reimburse Licensor, on demand, for any payments made by Licensor at any time with respect to the actual amount of any claim, demand or action which is inconsistent with any of Licensee’s warranties, representations, covenants or agreements hereunder.

10. Intellectual Property. (the “IP”)
1. The Licensor possesses unique information relating to the practice Soul Coaching® Practitioner including: methods, systems, procedures, sales and marketing techniques and knowledge of and experience in the practice of Soul Coaching® Practitioner consultation including but not limited to any and all contents of the Soul Coaching® Practitioner manuals, online materials, downloads, online seminars, conference calls, workbooks,
In accordance with the terms of this agreement Licensee agrees:
   (a) will not use the information (IP) in any other business or capacity;
   (b) will not make unauthorized copies of any portion of the information (IP) in written or other forms; and
   (c) will adopt and implement all reasonable procedures that Licensor prescribes to prevent unauthorized use or disclosure of the information (IP).

2. Licensor’s Rights to New Methods. Licensee acknowledges that the Licensor owns all aspects of Soul Coaching® Practitioner program, existing now or hereafter developed either by the Licensor or Licensee. This includes all concepts, methods of doing business regarding Soul Coaching® Practitioner

11. Post-Termination Covenant Not To Compete. Licensee and its officers, partners, directors, agents or employees who have completed Soul Coaching® Practitioner CERTIFICATION or had access to the Soul Coaching® Practitioner manual, shall not create, teach or advertise a conflicting LIFE COACHING OR SOUL COACHING® Certification Program for the period of one year following termination of this contract and will not use material from Soul Coaching® Practitioner course.

12. Indemnification. Licensee hereby holds Licensor, its successors and assigns, and its parent, subsidiary and affiliated companies and its and their respective officers, employees, partners, joint venturers, and agents, and Hay House Inc. harmless from any and all liability, claims, demands, loss and damage (including reasonable attorneys’ fees and court costs) arising from any claim, demand or action which is inconsistent with any of the agreements made by Licensee in this Agreement.

13. Dispute Resolution. Any dispute or difference between the parties arising under, out of or relating to the rights granted under this agreement and any subsequent amendments of this contract shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Los Angeles, CA. If any such dispute has not been settled within 60 days of the commencement of the mediation, it shall be referred to expert determination in accordance with the WIPO Expert Determination Rules. Alternatively, if, before the 60 days, either party fails to participate in the mediation, the dispute or difference shall, upon the filing of a Request for Expert Determination by the other party, be referred to expert determination in accordance with the WIPO Expert Determination Rules. The determination made by the expert shall be binding upon the parties. The place of arbitration shall be determined by the Licensor. The dispute or difference referred to arbitration shall be decided in accordance with the laws of California.

   (a) This Agreement supersedes any and all prior negotiations, understandings and agreements between the parties hereto with respect to the subject matter hereof.
   (b) This Agreement may not be canceled, altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by the party sought to be bound.
   (c) This Agreement shall be deemed to have been made in the State of California, USA, and its validity, construction and effect shall be governed by the laws of the State of California applicable to agreements wholly performed therein. Any legal proceedings seeking injunctive relief shall be within the exclusive jurisdiction of the state or federal courts of California.
   (d) Nothing herein contained shall constitute a partnership between or a joint venture by Licensor and Licensee. Neither party hereto shall hold itself out contrary to the terms of this paragraph, and neither party shall become liable for any obligation, act or omission of the other party contrary to the provisions hereof.
   (e) In the event of termination of this agreement, Licensor shall have the right to obtain immediate
injunctive relief to enforce the provisions of this agreement following the date of such termination. Licensee will have no further rights in the Marks and all rights granted by this agreement shall automatically terminate.

(f) Promptly upon Licensor’s request, Licensee shall execute and deliver to Licensor all documents deemed necessary or desirable by Licensor to evidence or effectuate the provisions of this Agreement fully.
Addendum: A Note from Denise Linn:

I find legal documents have a language of their own, so I have included an additional section stating your agreement in simple language. Thank you.

______________________________am a person of my word and I promise the following:
(Print your name above).

______ Initials: I have completed all the requirements for becoming a Soul Coaching® Trainers, as follows:

I have completed the Soul Coaching® Practitioner training, the Advanced Soul Coaching® Practitioner training, and the Soul Coaching® Trainer certification.
I have worked with more than 30 Soul Coaching® clients (in groups or individually)
I have held more than 5 group programs using the 28 day Soul Coaching® Program; with at least two in person programs and at least one online program
I have led more than 14 Soul Journeys (either with groups, one on one, in person or over the phone or internet)
I have led more than 6 Past Life Journeys
I have completed a minimum of 3 Soul Coaching® Oracle Card readings using either the Soul Coaching® Oracle card deck, or the Gateway Oracle Card deck in conjunction with a Soul Coaching® client session.
I have held a minimum of two group workshops on Soul Coaching® topics, such as spirit sticks, vision boards, miracle boxes, etc.
I have personally completed:
  ▪ The 28 Day Soul Coaching® program and vision quest
  ▪ The 28 Day Messages from the Body Program
  ▪ The 21 Day Clutter Clearing Quest (Advanced Program)
  ▪ Familiarized with the 28 Day program for Women at Risk
  ▪ Familiarized with all Soul Coaching® related workshops as outlined in the SCT manual

______ Initials: I will offer a safe space for my Soul Coaching® clients to share information about their home or life and I will not share their personal information with others.

______ Initials: I will not create my own certification course with the material provided and I will not declare that I am certifying people to become professional Soul Coaching® Practitioners without having my courses authorized by Denise Linn Seminars.

______ Initials: I will act with the highest integrity and in an ethical manner with my clients and peers. I will be a model for kindness and absolute support for others in my field. I will respect both clients and peers in all interactions, both public and private, online or in person.

______ Initials: I am fully responsible for all my own actions regarding my Soul Coaching® clients and students, marketing and business practices, and I will not sue Denise Linn, Denies Linn Seminars or employees thereof.

______ Initials: I will not give out the Soul Coaching® audio, or the Soul Coaching® Practitioner manual, or the password to the professional Soul Coaching® Practitioner members site. I acknowledge that this information and site is only for members of the Soul Coaching® Practitioner Program.

______ Initials: I promise to work with my Soul Coaching® students and clients in accordance with the standards taught by Denise Linn.
I understand Soul Coaching® isn't therapy and I will not do therapy with my Soul Coaching® clients, nor will I represent myself as someone who uses Soul Coaching® for therapy purposes.

I promise that the Soul Coaching® Practitioner logo will be intact and not changed. I will not register or secure the name Soul Coaching® for any purpose, including a url, a Facebook site, a Pinterest site, etc. I acknowledge that the trademark for this term is owned by Denise Linn Seminars, Inc.

I promise that the Soul Coaching® name will always be used in its entirety, without the addition of any other words, in the front of, in the middle of, or at the end of it, and it will not be changed or altered in any manner.

I promise that I will not market or sell any of the Soul Coaching® Practitioner or trainer manual, journal, mp3 downloads and videos. I understand they are only to be used only in conjunction with my Soul Coaching® Practitioner or Teacher program and not as separate products for sale.

I have read the entire Soul Coaching® Trainer Practitioner licensing agreement and I agree to the conditions.

Signature:______________________________________________________________________________

Date:_________________________________________________________________________________

Licensee:________________________________________________________________________________

(please print your name and information clearly)

Address:__________________________________________________________________________________

Email:_________________________________________Phone:________________________

Printed documents to be signed and mailed to:

Denise Linn Seminars
PO Box 1135
Lakeport CA 95453

(Your certification is not effective until you have received confirmation, via email or telephone, that Denise Linn has reviewed and finalized your documentation; depending on Denise’s schedule this may take several weeks time)
FOR YOUR SOUL COACHING® TRAINER CERTIFICATE:

The name that I desire on my certificate is:

____________________________________________________

(please print very clearly)

My certificate should be mailed to:

Name:________________________________________________________________________
___
Address:______________________________________________________________________
___
City:________________________________________________________________________
___
State_________________________________________________________________________
___
Zip Code/PostalCode______________________________________________________________
___
Country_______________________________________________________________________
___

From Denise:
For our records, I need your address, e-mail and phone number. (These will never be shared with anyone.) If your address or name is different from above, please print them clearly here. Also, in order to stay in touch, I need a phone number that I can call you on and an e-mail address that I can write to you, if I have any questions in regard to your certification. (These will never be shared with anyone.)

Name:________________________________________________________________________
___
Address:______________________________________________________________________
___
City:________________________________________________________________________
___
State_________________________________________________________________________
___
Zip Code/PostalCode______________________________________________________________
Country

Required: E-mail
Address

Required: Phone
Number

May you profoundly impact, in positive and loving ways, the lives of many!

You have my blessings and my love on your journey ahead! It’s been an honor to share this sojourn with you.

Denise Linn