

STATE OF GEORGIA        )  
  )  
COUNTY OF CHATHAM    )

**NON-EXCLUSIVE LICENSING AGREEMENT  
FOR  
*Parenting with Love and Limits*<sup>®</sup>**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between Savannah Family Institute, Inc. (hereinafter referred to as SFI), and  
\_\_\_\_\_ (hereinafter referred to as Licensee).

1. Acknowledgments of Proprietary Rights. SFI has developed a new and unique therapeutic modality for the treatment and parenting of adolescents who are experiencing severe emotional problems and/or who are exhibiting anti-social or self-destructive behaviors. Licensee acknowledges that SFI has a proprietary ownership interest in all of the printed and/or audiovisual materials hereinafter described and being more specifically set forth as follows:

- a. Ownership of the service mark *Parenting with Love and Limits*<sup>®</sup> which identifies SFI’s training and educational services of its new treatment modality;
- b. Ownership of the trademark *Parenting with Love and Limits*<sup>®</sup> which identifies its printed and audiovisual materials, including the Leader’s Guide, Training Manual, and Videotape;
- c. Copyright ownership in all of these printed and audiovisual materials; and,
- d. The structure, sequence and techniques described in the printed materials are the valuable trade secrets of SFI, and are owned exclusively by SFI.

2. Proprietary Materials. The materials provided to Licensee described above in Paragraph 1 include some or all of the following:

- a. *Parenting with Love and Limits*<sup>®</sup> Leader's Guide;
- b. *Parenting with Love and Limits*<sup>®</sup> Parent and Teen Workbooks; and
- c. *Parenting with Love and Limits*<sup>®</sup> educational videotape.

3. License. SFI grants to Licensee a non-exclusive license to use SFI's Proprietary Materials only for the training purposes described below in Paragraph 4 (General Restrictions and Requirements) and subject to all of the restrictions set forth in this Licensing Agreement. Licensee is not permitted to lease, sell, distribute, photocopy, or sub-license any of these Proprietary Materials or trade secret techniques to any other users, except for the Purposes hereinafter set forth, without the express written permission of SFI. This Licensing Agreement does not grant to Licensee any proprietary interests or rights to the copyrights, service marks, trademarks, or trade secrets described in Paragraph 1 above, which Licensee acknowledges are owned exclusively by SFI.

4. General Restrictions and Requirements. As additional consideration for the granting of this non-exclusive license to Licensee, Licensee agrees to abide by the following additional restrictions and requirements:

- a. Licensee agrees not to train any other counselors using the *Parenting with Love and Limits*<sup>®</sup> modality, whether professional or lay, except for the function of being a co-facilitator within the Level 2: Application Program, either within Licensee's organization, or outside Licensee's organization, without the express written permission of SFI. Licensee's co-facilitator must have at least a master's degree in

counseling, with specific exceptions made by written approval of Dr. Scott Sells on a case-by-case basis;

b. Licensee agrees to purchase from SFI a sufficient number of *Parenting with Love and Limits*<sup>®</sup> Parent and Teen Workbooks so that each set of parents and each teen who attends the workshop will have at least one copy each. Each parent must also have one copy of the Parenting Your Out-of-Control Teenager paperback book by St. Martin's Press. Licensee agrees not to copy or distribute any part or portion of the *Parenting with Love and Limits*<sup>®</sup> material, because the material is copyrighted;

c. At the discretion of SFI, Licensee agrees to administer a pre-workshop bubble test, as well as a post-workshop bubble test. SFI will be responsible for scoring these tests;

d. Licensee agrees to attend and complete the *Parenting with Love and Limits*<sup>®</sup> certification training program provided by SFI at a site to be decided by SFI, prior to starting any of the SFI workshops;

e. To assure quality control and fidelity of the *Parenting with Love and Limits*<sup>®</sup> model, Licensee agrees to purchase from SFI and to participate in periodic telephone supervision, as defined below, at SFI's prevailing hourly rate. The schedule for this supervision will be one (1) hour per month for ten (10) months of the year. SFI's responsibilities in supervision and fidelity training are set forth in SFI's published Supervision Guidelines. In addition, should SFI, during supervision as set forth in this Agreement, determine that Licensee has violated the AAMFT (American Association of Marital and Family Therapy) code of ethics, failed to complete supervision forms as directed, or performed consistently below average during phone supervision, then SFI

has the option of terminating this Agreement. “Supervision,” as that term is used in this paragraph, refers only to SFI’s limited process of attempting to determine that Licensee is generally utilizing the SFI Models correctly, and does not mean that SFI is making any decision with respect to Licensee’s treatment of any specific patient or family member.

5. Breach Deemed Infringement. Any violation or breach of the terms and restrictions of this Licensing Agreement by Licensee shall be deemed to be not only a breach of contract resulting in the termination of this Licensing Agreement, but shall also be deemed to be an infringement of SFI’s copyright, service mark and trademark rights, and SFI shall have the right to exercise all remedies available to SFI under the copyright and trademark laws of the United States and/or the State of Georgia.

6. Governing Law. This Licensing Agreement shall be governed by the laws of the State of Georgia, as such laws are applied to such contractual agreements, and with respect to any violations of this Agreement by Licensee deemed to be infringement of SFI’s service mark, trademark or copyright rights, then this Licensing Agreement shall be governed by the laws of the United States.

7. Limited Warranty. SFI in no way warrants or guarantees its Proprietary Materials, certification training, and/or parenting workshops will provide any psychotherapeutic cure or psychotherapeutic solution or resolution, for any adolescent and his or her parents as a result of attending the parenting workshop and/or making use of SFI’s Proprietary Materials. SFI represents to Licensee only that, when used and conducted properly, its Proprietary Materials and parenting workshop techniques, can provide a beginning education for parents which, if properly used and if supplemented by professional counseling if necessary, can help parents

understand and better deal with their adolescent child’s behavior problems. SFI SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER IMPLIED TERMS ARE EXCLUDED.

8. Severability. In the event any provision of this Licensing Agreement is found to be invalid, illegal or unenforceable, the validity, legality, and enforceability of any of the remaining provisions shall not in any way be affected or impaired, and a valid, legal, and enforceable provision of similar intent and economic impact shall be substituted therefor.

9. Entire Agreement. This Licensing Agreement sets forth the entire understanding and agreement between SFI and Licensee, and may be amended only in writing, signed by both parties.

LICENSEE:	SAVANNAH FAMILY INSTITUTE, INC.
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Signature _____ Date _____	Signature _____ Date _____
Name:	Name: <b>Barry W. Lee</b>
Title:	Title: <b>Vice President - Operations</b>
Company:	Company: <b>Savannah Family Institute, Inc.</b>
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