TRIGGER POINT PERFORMANCE THERAPY AGREEMENT

This agreement is made by and between:

The Presenter/Organizer: Trigger Point Performance Therapy (TPPT) and
The Venue: University of Cincinnati Campus Recreation

Venue Address:
2820 Bearcat Way
Cincinnati, OH 45221

Venue type (store, gym, fitness facility, clinic, etc.): campus recreation center

Venue Telephone Number: (513) 556-0604

Venue Website/Email Address: http://www.uc.edu/reccenter.html or ashley.varel@gmail.com

Other Venue information critical to successful class teaching: former host site

Whereas:

A. Trigger Point Performance Therapy is the organizer of the event,
   - Trigger Point Performance Programming for Professionals
   - Saturday, November 17, 2012
   - 9am-5pm

B. Trigger Point Performance Therapy is the organizer of the event,
   - SMRT-CORE Programming for Professionals
   - Sunday, November 18, 2012
   - 9am-5pm

C. The Presenter is willing to present at the events subject to the following terms and conditions.

THEREFORE, IT IS AGREED AS FOLLOWS:

TPPT agrees to deliver the following course(s):
- Trigger Point Performance Programming for Professionals (8 hours)
- SMRT-CORE Programming for Professionals (8 hours)
- TPPT is allowed to solicit products and educational material related to the professional content of the courses.
- TPPT is allowed to sell 28 tickets at $250 to each course
- 2 complimentary enrolments for each course for University of Cincinnati to use at their discretion
  - List of FOC participants must be sent a week prior to the class

In consideration of the above, The Venue shall:

1. Provide confirmation for the following items:
   a) White/Blank wall or projector screen
   b) Speakers (for video within presentation)
   c) Wi-Fi
   d) Willingness to ship extra/unused product back to TPPT. TPPT will issue shipping return labels for ease of returning product at no cost to the venue.
   e) Mats and/or rubber surface (appropriate for participants to sit on the floor for long periods of time)

2. The Organizer shall reserve the right to use any photographic materials directly or indirectly involving the Presenter for promotion for the above mentioned event(s).

In consideration of the above, The Trigger Point shall:

3. Provide two complimentary tickets for participants of the Venue’s choice for both of the trainings provided
4. Reserves the right to cancel these courses at any time before Wednesday, November 14th

Limitation of Liability:

Except for damages arising out of a party’s misappropriation of the other party’s intellectual property rights, neither party shall be liable to the other party for any indirect, consequential, punitive, special or incidental damages, including, without limitation, damage for loss of business, loss of profits, business disruption, or other pecuniary damages, arising out of or related to this agreement, even if such party has been advised of the possibility of such damages. In no event shall the aggregate liability of any party hereunder exceed ten thousand dollars ($10,000.00)

Indemnification.

Each party shall be responsible for its own acts and omissions and for all liability, claims, losses, damages or expenses, caused, or alleged to have been caused, by that party or by its employees in the performance or omission of any act or responsibility of that party under, pursuant to or in connection with this Agreement. In the event that a claim is made against more than one party, it is the intent of the parties to cooperate in the defense of said claim and use best efforts to cause their insurers to do likewise. However, the parties shall have the right to take any and all actions they believe necessary to protect their respective interests.
Neither party to this Agreement shall be liable for any negligent wrongful act, either of errors or omissions, chargeable to the other, unless law imposes such liability. Each party to this Agreement must seek its own legal representative and bear its own costs, including judgments, in any litigation that might arise from the performance of this Agreement.

If you agree with the above arrangements, please sign below and return to your contact or mail to Trigger Point Performance Therapy: 5321 Industrial Oaks Blvd. Austin, TX 78735

No variation, waiver, or modification of any of the terms of this agreement shall be valid unless in writing and signed by or on behalf of the parties hereto.

Date: 10/26/2012

[Signature]
Lori A. Ross, Esq.
Title: Associate General Counsel

Date: 10/26/2012

[Signature]
Kolin T. Landan
Title: Assistant Contracting Officer

Trigger Point Performance Therapy

Title: ___________________________
UNIVERSITY OF CINCINNATI
Facility Lease Agreement

This Agreement, made and entered into this 27 day of March, 2012 by and between the University of Cincinnati, hereinafter referred to as "Lessor", and Trigger Point Performance Therapy hereinafter referred to as "Lessee";

WITNESSETH:
In consideration of the mutual agreements contained herein, Lessor hereby leases to Lessee and Lessee hereby accepts, subject to the terms and conditions set forth herein the following premises:

Campus Recreation Center
to be used for the following purposes:

provide training / educational workshops

and no other purpose without the written consent of Lessor, for a period of up to 8 hours

commencing at: dates on-going

and terminating at: dates on-going

Lessor and Lessee hereby covenant and agree as follows:

1. (a) Lessee shall pay to Lessor as rent for the aforesaid premises and aforesaid period the sum of one complimentary registration.

(b) Lessee shall pay to the Lessor, upon demand, any amounts that may be due the Lessor for additional services, accommodations, equipment or materials, personnel furnished or loaned by the Lessor. (See Schedule of Additional Services and Charges attached).

2. (a) At the time of signing of this lease, Lessee shall deposit with Lessor the sum of $0.00 This deposit shall be applied to the full rental payment.

(b) The balance on the rental payment shall be due and payable to Lessor no later than 5:00pm one week preceding the rental date, which is NA, 2012

unless otherwise agreed upon by and between both parties.

3. Lessor shall furnish heat, light and ordinary cleaning for the premises and appurtenances, and shall keep the premises in a clean and sanitary condition.

4. (a) Lessee shall provide, at its own expense, all necessary licenses and permits required by law for the leased premises herein provided.

(b) Lessee will be solely responsible for the conduct of all persons using the Facility at its express or implied invitation under the terms of this Agreement. However, Licenser reserves the right at all times to eject anyone whose conduct is unlawful or is interfering with the reasonable enjoyment or participation of others using the Facility.

5. (a) Lessee shall not injure, mar, or in any manner deface the leased premises and any other contiguous or surrounding property or permit the same to be done, and Lessee shall pay for all damages to the leased premises, including the building, equipment, furniture and other property, except for such damages arising from the acts of Lessor, its agents or employees. Lessee shall deliver to Lessor, at the termination of this lease, the leased premises and any other contiguous or surrounding property in as good a condition and repair as said
premises were at the initiation of said lease period, usual wear and tear excepted.

(b) Lessee shall not make any change or alteration to the building, equipment or arrangement of the leased premises or any other contiguous or surrounding property without having first obtained written permission for such change or alteration from Lessor or its designated agent. The cost of any such change or alteration shall be borne by Lessee. Upon termination of this lease, the premises and any other contiguous or surrounding property shall be restored to their original condition by Lessee at its cost unless otherwise agreed to by the parties.

(c) Lessee shall not place any signs, advertisements and/or decorations in or on the leased premises or any other contiguous or surrounding property without prior approval of Lessor or its designated agent and, should such approval be granted, Lessee shall install and maintain such signs, advertisements, and/or decorations according to the orders of Lessor or its designated agent.

(d) Neither Lessee nor its agents or employees shall make any electrical, sound, audio or video recording connections without Lessor's prior approval.

6. (a) Lessee shall obtain and maintain throughout the term of this Agreement, at its own cost and expense, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage for an amount not less than $1,000,000.00 Combined Single Limits.
   (b) Lessor shall be named as an additional insured.
   (c) Upon request of Lessor, Lessee shall provide a Certificate of Insurance to Lessor in advance of the term of this lease. Said Certificate shall evidence at least thirty (30) days notice to Lessor of any material change in coverage or cancellation.

7. (a) The Lessee agrees to indemnify and save harmless the Lessor from and against any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct of or management about the demised premises, or from any accident in or on the demised premises, and will further indemnify and save the Lessor harmless from and against any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to the terms of this lease, or arising from any act or negligence of the Lessee, or any of its agents, contractors, servants, employers, licensees or patrons, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action proceeding brought thereon.

8. Lessee may not assign this contract or sublet the leased premises without the prior written consent of Lessor.

9. (a) Should the leased premises be damaged or destroyed by fire or other casualty, to an extent sufficient to prevent the use of the premises contemplated herein, this lease shall cease and terminate and be utterly void unless within then (10) days of the occurrence of said damage Lessor shall notify Lessee, in writing, that said damage will be repaired in time to permit the use of the premises as contemplated herein.
   (b) This lease is subject to all University of Cincinnati, City of Cincinnati, State of Ohio and Federal rules, regulations, ordinances and laws. Should any governmental order, strikes or other reasons beyond Lessor's control prevent the fulfillment of any part of this lease, Lessor shall not be held responsible or obligated in any way. It is mutually understood that in emergencies Lessor may be required to curtail services and/or facilities.

10. Lessor may terminate and cancel this lease for Lessee's violation of any of the provisions or conditions hereof; or in the event Lessor, or its designated agent,
determines in its discretion that the use of the premises under this lease is or may be undesirable, offensive, non-acceptable for educational and cultural uses or may cause damage to the premises, its furnishings or equipment or injury of person lawfully on the premises. In the event of such termination, the deposit and rent paid by Lessee shall be forfeited and Lessee shall be entitled to no refund thereof, and Lessor shall not be held to any obligation for present or future use of the leased premises.

12. Lessor, or its designated agents, shall have free access at all times to all parts of the leased premises.

13. Lessor shall not be responsible for any change of conditions or latent defects in the leased premises, nor any damages to persons or property arising therefrom.

14. Should Lessee require the use of the leased premises beyond the specified period of time, the rental payment shall be at the rate of $0 (time is preset) per hour or any portion thereof, and it is mutually agreed that all of the terms of this lease shall be applicable to any and all such periods of time.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day first written above, exhibiting their acceptance of the conditions and obligations hereinabove stated.

LESSOR:
UNIVERSITY OF CINCINNATI
By: 

By:  

LESSEE:

Chief Operating Officer

Payment:
_____ Cash _____ Check (# )

_____ Credit Card (circle one): Visa MC Discover Amex

Card #: ___________________________ Exp. Date: ________

Payment Authorization Statement: I authorize the UC Department of Campus Recreation to obtain fee payment for the above stated facility rental by the method I have indicated.

Print Name __________________________ Signature __________________________

Date _________