**AMENDMENT TO MARKETING AND LICENSING AGREEMENT**

THIS AMENDMENT TO MARKETING AND LICENSING AGREEMENTis entered into as of the date listed on the signature page hereto (the “Effective Date”) by and between Just Walk! Inc., an Ohio non-profit corporation (“Just Walk”), and the entity listed in Section 1 of this Agreement (the “Company”). Just Walk and the Company are sometimes referred to herein collectively as the “parties” or individually as a “party.”

**WITNESSETH:**

 WHEREAS, the Company and Just Walk previously entered into a Marketing and Licensing Agreement, under which Just Walk and the Company agreed to certain terms and conditions for organizing a free walking program (the “Agreement”); and

 WHEREAS, the Company and Just Walk now desire to amend the Agreement as set forth herein;

 NOW, THEREFORE, in consideration of the conditions, covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Company Information.

|  |  |
| --- | --- |
| Company Name: |  |
| State of Incorporation/Organization: |  |
| Territory: |  |
| Contact Name: |  |
| Contact Address: |  |
| Contact Email Address: |  |
| Contact Telephone Number: |  |

1. The Term of the Agreement shall commence on the Effective Date and shall continue for one year, unless earlier terminated pursuant to Section 5.
2. All terms and conditions of the Agreement not amended by virtue of this Amendment shall remain in full force and effect.

**Addendum 1**

**Premier Partner Addendum**

This Premier Partner Addendum (this “Addendum”) is entered into in connection with the Marketing and License Agreement between Just Walk and the Company of even date herewith (the “Agreement”).

1. Premier Partner Rights. In addition to the license to use and display the Marks granted under the Agreement, the Company may market itself as an official sponsor of the Walking Program within the Territory. Pursuant to the preceding sentence, the Company may use its service marks and/or trademarks in connection with the Walking Program. The use of the Marks in this co-branding manner will be subject to all of the conditions set forth in the Agreement.
2. Premier Partnership Fee. The rights granted to the Company under this Addendum are expressly conditioned upon the Company’s annual payment of two thousand five hundred dollars (US $2,500.00) to Just Walk for each annual contract term that the Agreement is in effect. The annual $2,500.00 sponsorship fee covers membership, insurance, and co-branding rights for one Chapter (one Walk with a Doc location). The Company can opt for co-branding rights throughout its system (multiple Chapters) for $5,000.00 annually.
3. Miscellaneous. Capitalized terms used in this Addendum shall have the meanings prescribed in the Agreement. In the event of conflict between this Addendum and the Agreement, this Addendum shall control.

 **IN WITNESS WHEREOF**, the parties have executed this Marketing and License Agreement and Premier Partner Addendum to the Agreement as of the Effective Date.

|  |  |
| --- | --- |
| **JUST WALK** | **COMPANY** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

**Membership Fees:**

How would you like to pay your **$2,500** Premier Partner fee?

[ ]  I will pay online at [walkwithadoc.org/renew/premier](https://walkwithadoc.org/renew/premier)

[ ]  Please send me an invoice.

[ ]  A check is in the mail (address below).

[ ]  I am unable to pay this year, but I want to keep walking - *Please do not execute this Premier Partner agreement. Visit* [*walkwithadoc.org/renew*](https://walkwithadoc.org/renew) *and proceed to the “Standard” renewal form.*

[ ]  Other/Comments/Questions:

**Checks can be mailed and made out to:**

Walk with a Doc

PO Box 286

Riderwood, MD 21139-9998

Walk Census

[ ]  I will complete the Walk Census below.

[ ]  I will ask our Chapter Leader to complete it at [walkwithadoc.org/census](https://walkwithadoc.org/census)

|  |  |
| --- | --- |
| How many walks did your chapter host in the past 12 months? |  |
| About how many people attend your walks on average? |  |
| Approximately how many healthcare providers have helped lead your walks? |  |
| Please outline your WWAD schedule for this season to the best of your ability (day & time). If your walks have been on a pause, please include your re-launch date. |  |
| Do you have any other updates for [your WWAD website](https://walkwithadoc.org/our-locations)?  |  |
| Do you use the [Leader Portal](https://walkwithadoc.org/leader)? What else would you like to see on the WWAD Leader Portal? |  |
| Is there anything WWAD HQ can do to help support you? |  |
| Do you have any fun stories from walkers or walk leaders to share?  |  |

NOTE: THIS INFORMATION IS NOT PART OF THE LEGAL DOCUMENT.