

APPLICATION FOR MEMBERSHIP

• NAME, ADDRESS, PHONE

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____ COUNTRY: _____
PHONE: (work) _____ (home) _____
(email) _____

• HIGHEST DEGREE ATTAINED

HIGHEST DEGREE ATTAINED:
University: _____
degree: _____ year: _____

• LICENSING, CERTIFICATIONS

LICENSING, CERTIFICATIONS:
state or association: _____ licensing or certification: _____ exp. date: _____

• SPECIAL CERTIFICATIONS

SPECIAL CERTIFICATIONS:
Association or Board: _____ date: _____

The Wellness Institute Clinical Hypnotherapist date: _____

• ONLINE DIRECTORY of CLINICAL MEMBERSHIP

You will have access to the member website where you can post details about yourself and your practice, a photo, a 25 word statement on yourself, and links to your email and to your own website. You can update your listing anytime.

Membership is open to anyone who has completed the six-day Heart-Centered Hypnotherapy[®] certification training by The Wellness Institute. Clinical membership is designated for members who are currently certified as a Clinical Hypnotherapist by The Wellness Institute.

Membership is renewable annually, subject to continued professional use of the Heart-Centered Hypnotherapy[®] modality, and adherence to the Code of Ethics on the Application for Membership.

Use of the trademarked name Heart-Centered Hypnotherapy[®] is available to all members in good standing, subject to the member sending to the Association office a sample of all written materials which use the name Heart-Centered Hypnotherapy[®].

Members who are not using the Heart-Centered Hypnotherapy[®] modality in a professional setting may meet the requirement for renewal of membership alternatively by attending any training or conference sponsored by the Heart-Centered Therapies Association or by The Wellness Institute, or attending a Supervision group sanctioned by The Wellness Institute.

Membership expires at the end of twelve months, and if membership is not renewed, the member loses the right to use the trademarked name Heart-Centered Hypnotherapy[®].

I want

I want to be listed in the online Directory of Clinical Membership.

I agree

I agree to abide by the Association's Code of Ethics and Membership Agreement (see back of application).

I apply

I apply to become a clinical member of the Association. Dues are \$75/year, renewable every 12 months from enrollment.

I agree to having my renewal dues charged to the same account every 12 months, until I notify the Association to discontinue.

Signature _____



Mastercard



Visa



Discover

Account #: _____

Expiration date: _____ CVC code _____

Print name as shown on card:

Cardholder's
signature: _____

8/10/2012

DID YOU SIGN AND DATE THE BACK?

Heart-Centered Therapies

ASSOCIATION

3716 - 274th Avenue Southeast, Issaquah, WA 98029 • (800)326-4418

MEMBERSHIP AGREEMENT

This membership agreement is entered into between the Heart-Centered Therapies Association, Inc., a Washington Corporation and the undersigned Member.

I understand that, to be eligible for membership in the Association, I must be certified by The Wellness Institute as a Clinical Hypnotherapist using the Heart-Centered Hypnotherapy modality professionally as it is taught and practiced by The Wellness Institute, and I must be in compliance with the regulations governing the practice of psychotherapy in all states in which I practice. By executing this Agreement I certify that I now meet these requirements.

Charter Membership. I understand that if I am eligible for membership, and I sign and return to the Association my application and annual membership fee by January 1, 1998 I will be eligible for Charter Membership.

Admission to Association

I understand that the Association may decide not to accept my application for membership for any reason permitted by law, and that I will be notified of the rejection or the acceptance of my application for membership in writing. I understand that if my application is accepted, I will become a Member of the Association as of the first day of the month in which my application is accepted.

Annual Membership Renewal

Membership is renewable annually, subject to continued professional use of the Heart-Centered Hypnotherapy modality, and adherence to the Code of Ethics. Members who are not using the Heart-Centered Hypnotherapy modality in a professional setting may meet the requirement for renewal of membership alternatively by attending any training or conference sponsored by the Heart-Centered Therapies Association or by The Wellness Institute, or attending a Supervision group sanctioned by the Wellness Institute. I understand that the annual membership fee is \$60 for Charter Members in the first year of their membership, and \$75 annually for other Members, and that the annual membership fee may be increased from time to time, without notice, by the Board of Directors of the Association. I understand that at the expiration of any annual term of my membership, the Association may offer in writing to continue my membership. Upon receipt of the Association's offer, I may continue my membership by remitting by the date requested in the notice the full annual membership fee then in effect. If I do not pay the annual membership fee by the date it is due, I understand that the Association may suspend my benefits until I pay the annual fee. I understand that if my annual membership fee remains delinquent for more than 30 days, the Association may terminate my membership and that this Agreement shall terminate.

Benefits of Membership

Unless otherwise provided in this Agreement, all Members shall be entitled to: (a) receive the semiannual Journal of Heart-Centered Therapies; (b) listing in the Heart-Centered Therapies Association referral service and speaker's bureau and membership directory; (c) receive free updates of the Heart-Centered Therapies manual contents; (d) reduced registration fees at Association conferences; (e) use the trade name "Heart-Centered Hypnotherapy" with this executed trademark license agreement. I understand that the Board of Directors may offer me benefits other than those enumerated, and may replace any of the benefits enumerated with benefits of comparable value to my practice of hypnotherapy. I understand that the Heart-Centered Therapies Association, Inc. is a for-profit corporation, and that I do not have any right to manage the Association or vote for the Association's officers or directors.

Duties of Membership

I agree that while I am a Member of the Association, I will (a) remain in compliance with the regulations governing the practice of hypnotherapy in all states in which I practice; (b) follow the Code of Ethics of the Association; and (c) comply with the Trademark License Agreement governing my use of the name "Heart-Centered Hypnotherapy."

Termination of Membership and Membership Agreement

I understand that my membership and this Agreement shall terminate (a) upon written notice by either myself or the Association that my membership is terminated; (b) upon expiration of any annual term of my membership if the Association does not offer to continue my membership; (c) without notice upon my failure to pay my annual membership fee; (d) upon my death or incapacity; (e) without notice upon dissolution or insolvency of the Association; or (f) without notice upon my failure to comply with any of my duties listed here. In the event of termination of my membership in the Association prior to the end of an annual term of my membership, I understand that I will not receive a refund of a portion of my annual membership fee for such year. Upon the effective date of the termination of my membership, I understand that I will not be entitled to any of the benefits listed in this Agreement.

This Agreement binds and benefits the Association, its successors, and assigns and the Member, the Member's heirs, personal and legal representatives, and guardians. I understand that I may not assign any of my rights under this Agreement. The terms and provisions of this Agreement may not be modified except by written instrument duly executed by the Association and the Member. This Agreement shall be governed by and enforced and construed in accordance with the laws of the State of Washington. Any action arising in connection with this Agreement must be brought in the state and federal courts located in King County Washington. I understand that, in the event of a breach of this Agreement, the nonbreaching party may maintain an action for specific performance against the party who is alleged to have breached any of the terms of the Agreement and/or an action for damages, and that in the event I bring an action for damages, my damages, including consequential damages, shall be limited to the annual membership fee then in effect. This Paragraph shall not limit in any manner any rights or remedies the Association may have by virtue of my breach of this Agreement or any rights or remedies that either I or the Association may have by virtue of a breach of any Trademark License Agreement I enter into with the Association. I understand that both I and the Association have the right to waive compliance with any obligation of this Agreement, but that any such waiver will be effective only if in writing and signed by the party so waiving, and that any such waiver shall not be deemed a waiver of compliance with any other obligation or any right to seek redress for any breach of any obligation on any subsequent occasion.

CODE OF ETHICS

The Heart-Centered Therapies Association has adopted this Code of Ethics in order to ensure the highest quality of hypnotherapy services to clients by its members. By adopting this Code, the Heart-Centered Therapies Association establishes guidelines for the ethical use of hypnotherapy or breath therapy for clinical and research purposes. All members of the Heart-Centered Therapies Association, as a condition of membership, subscribe to the Code of Ethics.

- 1. Members of the Heart-Centered Therapies Association shall observe the professional and ethical standards of their respective clinical professions, be it medicine, nursing, psychiatry, psychology, social work, marriage & family therapy, or counseling.
- 2. Members of the Heart-Centered Therapies Association shall only use hypnotherapy in their respective areas of professional competence.
- 3. The primary concern of each member of the Heart-Centered Therapies Association shall be the clinical and holistic well-being of the client.
- 4. In the advertising of services or the dissemination of other information, members shall not overstate their professional credentials or make statements or claims which cannot be substantiated.
- 5. Members of the Heart-Centered Therapies Association shall work together and with others in relevant fields to continually broaden and improve the use of clinical hypnotherapy and breath therapy.
- 6. The Heart-Centered Therapies Association recommends that each member prepare and distribute to clients a statement of office policies regarding appointments, fees, payment terms, the existence of professional ethical standards and any relevant information regarding the treatment modalities utilized by the therapist.
- 7. Members who are convicted of a felony crime or are disciplined by any licensing or certification Board or professional association or are the subject of consistent complaints by consumers or other professionals are subject to censure, suspension, or termination of membership at the discretion of the Heart-Centered Therapies Association.

TRADEMARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), is made this _____ by and between Heart-Centered Therapies Association, Inc., a corporation organized and existing under the laws of the State of Washington ("The Association"), and _____, an individual ("Member").

Member desires to acquire a non-exclusive right and license to use the service mark "HEART CENTERED HYPNOTHERAPY" which was registered with the United States Patent and Trademark Office on October 29, 1996 (Registration No. 2,011,966) ("Service Mark") solely in connection with member's practice of psychotherapy ("Member's Practice").

The Association desires to grant Member, for a fee, a license to use the Service Mark under the terms and conditions provided in this Agreement.

The Wellness Institute, Inc., in whose name the Service Mark is registered, has permitted the Association to grant its members a license to use the Service Mark.

In consideration of the Member's annual membership fee in the Heart-Centered Therapies Association, Inc., the adequacy and sufficiency of which are acknowledged by Member, and in further consideration of the mutual rights and obligations explained below, the Association and the Member agree as follows:

1. LICENSE OF SERVICE MARK

(a) The Association hereby grants to Member the non-exclusive right and license to use the Service Mark "HEART CENTERED HYPNOTHERAPY" only in connection with Member's practice of psychotherapy, only in connection with the Member's use of the HEART CENTERED HYPNOTHERAPY modality developed and taught to the Member by the Wellness Institute, and for only so long as Member remains a member of the Heart-Centered Therapies Association, Inc. Member acknowledges that all right, title and interest in and to the "HEART CENTERED HYPNOTHERAPY" Service Mark are and shall remain the exclusive property of The Wellness Institute.

(b) When Member's membership in the Association and this Agreement terminates, Member agrees to immediately (i) discontinue use of Service Mark and (ii) notify all of his or her clients and any other concerned parties that Member has no contractual or other arrangement with the Association or rights to the Service Mark.

(c) The Service Mark may only be used in connection with the Member's use of the HEART CENTERED HYPNOTHERAPY modality developed by and taught to the Member by the Wellness Institute.

2. OWNERSHIP OF SERVICE MARK

The Member acknowledges the Wellness Institute's exclusive right, title and interest in and to the Service Mark and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. Member shall not in any manner represent that he has any ownership in the Service Mark or registration of the Service Mark. Any rights not expressly granted to Member under this Agreement shall be reserved for the Wellness Institute. On termination of this Agreement for any reason, the Member will cease using the Service Mark in any way and will destroy or deliver up to the Association, or its duly authorized representatives, all material and papers upon which the Service Mark appears. Furthermore, Member will not at any time adopt or use without the Association's prior written consent, any name, work or mark which is likely to be similar to or confused with the Service Mark.

3. USE OF SERVICE MARK; NONDISCLOSURE

(a) The Member acknowledges the Association's right to take any steps, including an injunction without bond, in addition to those set forth in this agreement, to ensure that the services the Member provides in connection with the Service Mark strictly conform with the HEART CENTERED HYPNOTHERAPY modality developed by and taught to the Member by the Wellness Institute.

(b) The Member shall provide the Association, by mail, with samples of all printed material in which they use the Service Mark, prior to the

Member's use of the Service Mark. The Association may notify the Member that it may not use any printed materials which the Association believes are misleading, or compromise the quality of the services associated with the Service Mark.

(c) The Member shall provide the Association with samples of any other literature, brochures, signs and advertising material prepared by the Member within ten (10) days of any request of the Association.

(d) When using the Service Mark under this Agreement, the Member shall comply with all laws pertaining to Service Marks in force at any time in the State of Washington and in any state in which the Member uses the Service Mark. This provision includes compliance with marking requirements. If the Member uses the Service Mark in any printed material, it must be used as follows: "HEART-CENTERED HYPNOTHERAPY [Member's other printed material] * a registered service mark of The Wellness Institute, Inc."

(e) Member hereby acknowledges that The Association developed and is the owner of a substantial body of data, relating to HEART CENTERED HYPNOTHERAPY. Member hereby agrees that all of this data and information are trade secrets furnished Member in confidence and shall not be disclosed or made public or made use of in whole or in part by or through Member directly or indirectly. Member shall exercise all precautions to safeguard any such secrets or confidential information Member acquires.

4. ASSOCIATION'S INDEMNITY

The Association assumes no liability to the Member or third parties with respect to the Member's use of the Service Mark.

5. MEMBER'S INDEMNITY

Member agrees to indemnify the Association (and its shareholders, successors and assigns) and hold it and them harmless against the following:

Any and all claims, debts, actions, suits, proceedings, demands, assessments, judgments, liabilities, costs and legal and other expenses to any person in connection with or arising out of Member's use of the Service Mark.

The covenant of indemnity set forth in this Section 5 is intended by Member to be for the benefit of the Association, and its shareholders, officers and directors and their respective successors, heirs and assigns, and shall be without limitation either as to time or amount. This indemnity shall include all costs, including reasonable attorneys' fees.

6. TERMINATION

This Agreement shall terminate when the Member's membership in the Association terminates.

7. ARBITRATION

Any dispute arising out of this Agreement shall be settled in accordance with the Rules of the American Arbitration Association then existing in King County Washington and judgment of the arbitrators shall be entered in a court having jurisdiction in that county.

8. MERGER; AMENDMENT

This Agreement, any attachments, and any other documents expressly referred to in this Agreement embody the entire representations, warranties, agreements and conditions in relation to licensing of the Service Mark. This Agreement may not be amended, augmented or terminated orally but only in writing executed by the Association and the Member.

9. PARTIES

This Agreement and the various rights and obligations arising under it shall inure only to the benefit of and be binding upon the Association and the Member and their respective successors and permitted assigns.

10. NON-ASSIGNABILITY

Member agrees that the rights and obligations arising under this Agreement shall not be assignable or delegable by Member to any party without the prior written consent of the Association.

11. INVALIDITY

The invalidity of or any term or provision of this Agreement or the application of such term or provision to any person or circumstances shall not impair or affect the remainder of this Agreement.

12. APPLICABLE LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action arising in connection with this Agreement must be brought in state and federal courts located in King County Washington, in the state of Washington.

Dated and executed:

Heart-Centered Therapies Association, Inc.

By: David M. Hartman, its Secretary

Signature: _____

MEMBER _____

By: _____

Signature: _____

