COMMIT to You, LLC COMMIT Dance Fitness Phone (800) 762-8905 Fax (800) 762-8905 info@ctyfitness.com www.ctyfitness.com



## CTY COMMIT INSTRUCTOR LICENSE AND PAYMENT AGREEMENT

This CTY COMMIT Dance Fitness Instructor Agreement, (this "Agreement") is made effective as of

\_\_\_\_\_\_, by and between Commit to You Fitness, LLC, the owner of COMMIT Dance Fitness, (the Company"). In this Agreement, the party who is agreeing to become a COMMIT Dance Fitness Instructor is referred to as

"Instructor", and the party who will be providing the license to teach COMMIT Dance Fitness will be referred to as the "Company".

**INSTRUCTOR GUIDELINES.** Beginning \_\_\_\_\_, the Instructor will follow the Code of Ethics and Conduct, signed and returned to the Company prior to Training, and understands that the Instructor is agreeing to the terms set forth by Commit to You Fitness, LLC in this Agreement.

**PAYMENT FOR LICENSE(S).** The Instructor has the option to pay fifteen(15) dollars a month for their monthly license or one-hundred and thirty-five(135) dollars for the whole year in licensing fees through COMMIT Dance Fitness to maintain an active license and to access the Instructor Vault.

## A. MONTHLY OPTION

\_\_\_\_\_ By initialing here, the Instructor is agreeing to pay fifteen(15) dollars a month.

The first payment will be made on \_\_\_\_\_\_\_, \_\_\_\_\_\_ and will continue on the same date monthly until the Agreement has been terminated. The Instructor agrees to setup payments to be deducted automatically every month. If any changes need to be made with how the payment is processed, the Company must be notified

## B. YEARLY OPTION

\_\_\_\_\_ By initialing here, the Instructor is agreeing to pay one-hundred and thirty- five(135) dollars a year.

The first payment will be made on \_\_\_\_\_\_, \_\_\_\_\_, and will continue on the same date yearly until the Agreement has been terminated. The Instructor agrees to setup payments to be deducted automatically every year. If any changes need to be made with how the payment is processed, the Company must be notified five(5) days prior to the due date.

**LATE FEE(S).** This Instructor promises to pay the LATE FEE of \$10.00 for each payment that is late more than five(5) days after the due date and every month the payment is late. After Sixty(60) days of a late payment the Instructor License will be suspended. Ninety(90) days of a late payment the Instructor License will be terminated and the account will be charged off to a third party.

**TERM/TERMINATION.** This Agreement may be terminate by either party upon a written 30-day notice, unless a direct breach of contract or agreement, this this Agreement can be terminated without fault to the Company and without a written notice. A regular, ongoing relationship of indefinite term is not contemplated.

**RELATIONSHIP OF THE PARTIES.** It is understood by the parties that the Instructor acts as their own business with the respect to the Company and not as an employee of the Company. The Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Instructor.

It is not contemplated that the relationship between the Instructor and the Company shall be a non-exclusive one. The Instructor can obtain licenses with other formats; however, the Instructor understands that a Non-Disclosure Agreement has been signed and if breached the Instructor will be terminated and the Company may seek legal action.

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**CONFIDENTIALITY.** The Instructor may have access to propriety, private and/or otherwise Confidential Information ("Confidential Information") of the Company. Confidential Information shall mean all non-public information without constitutes, relates or refers to the operation of the business of the Company, including without limitation, all financial, operational, personnel, sales, marketing, managerial and statistical information of the Company, provided in writing, in person, or in the Instructor Vault. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Instructor will not at any time or in any manner, either directly or indirectly, use for personal benefit of the Instructor, or divulge, disclose, or communicate in any manner the Confidential Information. The Instructor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this agreement. Upon termination of this Agreement, the Instructor will return to the Company all Confidential Information, whether physical or electronic, and other items were used, created, or controlled by the Company during the term of this Agreement.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writing previously executed by the parties regarding the matter contemplated shall be deemed to be merged and superseded hereby No modifications of this Agreement shall be deemed effective unless in writing and signed by the parties.

APPLICABLE BY LAW. This Agreement shall be governed by the laws of Washington State.

**SIGNATORIES.** This Agreement shall be signed by Jessica Black on behalf of the Company and by \_\_\_\_\_\_, the Instructor. This Agreement is effective as of the date first written above.

With signing this document, you are agreeing to the terms set forth by Commit to You Fitness, LLC. You are agreeing that you if you do not meet the set terms your license may be suspended and/or revoked at any time after a final review.