

Instructor License Agreement

The instructor license agreement is entered into as of the last dated signature below by and between Carry It Strength and _____ (“instructor”).

Carry It Strength is a group fitness class that uses dumbbells and bodyweight to make you lose inches and tone your muscles. We have developed this strength training class to classic rock and roll music, that’s fun, energetic, and targets all muscle groups throughout the whole class.

Instructor currently wants to become certified in Carry It Strength and by so will follow the agreement set forth in this contract.

As people we “Carry” a lot of baggage, stress, emotions, family heartache, etc., we want to help others “Carry” their burdens and lighten their load. As a dedicated instructor we want to uphold this standard.

- Dedicate your time and efforts to being the best instructor you can be
- Be professional
- Be kind
- Be on time
- Be prepared

Agreement

Instructor must pay for and complete training provided by Carry It Strength in order to be certified as an instructor for Carry It Strength. Instructor agrees to pay the amount of \$250 as a one-time fee before the day of training. The instructor training fee will be refunded if canceled by Carry It Strength. If instructor wishes to cancel training, they must do it 7 days prior to get a full refund or else a \$30 processing fee will be charged. If trainee does not pass certification half of the \$250 will be refunded.

They also agree to pay \$35 a month to Carry It Strength as a monthly subscription in order to use choreography, trademarks, and materials from Carry It Strength. Upon payment we agree to provide materials and training needed to perform your class. Instructor will be charged a \$30 fee to insufficient funds. If instructor wishes to no longer teach, they must submit a written 30 days’ notice.

- **User Account.**
 - Instructor must create a “user account” via the website and pay monthly subscription to access training materials.

- If instructor has not initiated payment of the monthly fee within 3 months of training date, Instructor Certified status, if granted, this agreement is automatically terminated. Instructor will have to recertify after the 3 month period. Instructor will pay \$175 and re-submit a submission video.
- Instructors user account and monthly fee may be placed on hold at any time upon 7 days written notice prior to next payment for a maximum of 12 months. 6 months after the user account has been placed on hold, the instructor must send in a video to reactivate his or her user account. Monthly subscription fees will resume in accordance with the terms of this agreement.
- Instructors must not share his or her user account login information with any third party, including other Carry It Strength instructors.
- Instructor consents to Carry It Strength to use personal information provided in connection with the user account.
- **Music.** The music is not provided as part of the monthly subscription fee. Instructors must not use the music on any website. If instructors works in a gym or studio, it is your obligation to make sure you are covered under a music license.
- **Taxes.** Instructor has sole responsibility for any taxes that need to be paid.

Obligation of Instructor

- Instructor agrees to find a suitable location for class and agrees to pay any fees to go along with the location.
- The instructor will provide any equipment, legally obtain music, and any other necessary materials for classes at the instructor's expense.
- Dedicate sufficient time and resources to educate yourself about proper form and the moves associated with each song.
- Learn modifications in order to provide safety for all who participate.
- Arrive in a timely manner and be professional when teaching.
- Instructor acknowledges that Carry It Strength cannot be held responsible for bodily injury, sickness, disease, or death during time spent practicing or performing in class. Instructor assumes any financial obligations for any medical costs instructor may incur.
- If an instructor feels the need to have participants sign a waiver, he or she is in charge of doing so in order to cover their own liability.
- Carry It Strength will not be liable for damages of any kind while teaching or related
- Instructor will not post any full classes or choreography longer than 20 seconds on social media without Carry It Strength consent. Our company has the right to ask you to remove the video if it violates any of our terms/standards.

Confidential Information

- The parties agree that Carry It Strength confidential information is and will remain the sole property of Carry It Strength. Materials related to songs, training, trademarks, services, etc.
- Instructor will uphold Carry It Strength's confidential information strictly for purposes in performing strength training purposes while in class.
- **Proprietary Rights.** Proprietary Rights in all forms relating to Carry It Strength which includes brand name, format, trade marks, services, copyrights, and all similar rights that may exist now or in the future belong to Carry It Strength.
- **Ownership.** Instructors must not register or attempt to register any trademarks, copyrights, services, or business names that incorporate Carry It Strength. Instructors must not contest Carry It Strength ownership of the business. Carry It Strength owns rights to each strength training song. Workouts submitted to Carry It Strength by the instructor are owned by Carry It Strength and cannot be performed without permission or it is considered derivative work.
- **Live Performance Copyright.** Carry It Strength owns all live performance copyrights taught by instructors in the filming, recording and streaming of any classes or events.
- **Use of Carry It Strength name and logo.** As part of social media and advertising you can use "Carry It" as part of a social media title. Instructor will need permission to use the logo. Instructors must not manufacture, create, offer or sale merchandise including apparel bearing the Carry It Strength name and designs without consent.
- **Fundraising or Charitable Events.** Approval is not needed but please contact us with events so that we may try to be involved in your event. Please be honest in your dealings and uphold the standards we implemented in this agreement. If you are dishonest in your dealings, Carry It Strength certification may be revoked.

Terms

The terms of this Agreement will commence on signed effective date and will continue until terminated by an instructor of Carry It Strength. The instructor will provide 30 days written notice in order to cancel the subscription. Carry It Strength has the right to terminate this agreement with or without cause for any reason. Upon termination, monthly subscription fee and portal access will be canceled. Instructor must cease to advertise and post as an affiliate of Carry It Strength.

Carry It Strength owners have the right to drop in any class to observe and inspect instructors quality in connection with our standards and use of our trademark for the company.

During the first year as an instructor for Carry It Strength you must not form or create a business or program similar in format to Carry It Strength. This does not apply to any business or program that has been formed or created before the effective date.

The term of this agreement is that of licensor and licensee. The terms of this agreement is not for a partnership. As an instructor you have no right to make decisions on behalf of Carry It Strength, LLC. Instructor has no authority to make or accept offers for Carry It Strength. Instructor is not entitled to any compensation from Carry It Strength.

Instructor may participate in any Carry It Strength content, photography sessions, interviews, or other events in which instructor image may be captured or used for advertising purposes. Carry It Strength has full right ownership of any image, video, and recordings of instructor.

Instructor acknowledges that Carry It Strength owns all rights to images and recordings. Our company can edit, reproduce, post, stream, or display images and recordings at the company's sole discretion. Instructor agrees he or she has no right or title to the images and recordings affiliated with Carry It Strength. Instructor may not compromise or edit media design from Carry It Strength.

Summary

Instructor will comply with all laws and regulations according to county and state ordinances. Instructor must obtain all necessary government approvals for marketing, advertising, and services.

This agreement constitutes an understanding between two parties. This agreement may not be signed by either party without prior consent of the other party. Carry It Strength has a right to change and update agreement at any time.

Once signed instructor is in contract with Carry It Strength.

The parties have executed this Instructor License Agreement as of the Effective Date.

Carry It Strength, LLC.

Name :

Signature:

Date :

Instructor

Name:

Signature:

Date:

We want to know about you!

Full name :

Date of Birth :

Facebook profile :

Instagram handle:

Make sure you follow us and tag us @Carryitstrength