

PolyFit® Instructor Training Hosting Agreement

Preamble

This Agreement is entered into by _____ (the "Host") and **PolyFit®** Dance Fitness (the "Company"), for the purposes of providing and hosting a PolyFit® Instructor Training.

Definitions

"Company" means the PolyFit® brand and its parent / associated companies, Aumakua Productions, LLC / Hot Lava DanceFit, inclusive of individual owners, associates, representatives, and assignees.

"Trainer" means a trained and licensed individual who is authorized by the Company to provide Training to prospective PolyFit® Instructors.

"Instructor" means individual being trained to instruct the PolyFit® format in group fitness classes.

"Host" means individual acting as point of contact and facilitating venue for training.

"Venue" means the following location, date, and time of the PolyFit® Instructor Training:

Facility Name

Date(s) of event

Facility Address

Time

Article I. Venue Requirements

Section 1.1 Facility Requirements.

- Eight consecutive hours of unobstructed/private/exclusive use of facility/room.
- Facility has accessible restroom(s) for duration of training.
- A non-carpeted room of sufficient size to safely **contain** registered students, Instructors, the Host, and any other participants
- Enclosed air conditioned room.

Section 1.2 Additional Requirements.

The Host / Venue will provide:

- Sound system that accommodates iPod/iPhone/laptop (adapter)
- Headset microphone
- Table for registration and merchandise sales.
- A single point of contact who will be on site at least thirty (30) minutes prior to the Training; will remain on site for the duration of the Training; and will stay at least 30 minutes after Training to assist with any necessary breakdown/closing process.

Section 1.3 Change of Venue. The Host shall not change the location, date, or time of the Venue. The Company may agree to a necessary change of venue at the discretion of the Company. Any change in Venue does not alter or void any remaining provisions of this Agreement.

Article II. Instructor Training

Section 2.1 Minimum Registration. The Company may terminate this Agreement thirty (30) days prior to the scheduled Training, if there are less than ten (10) paid registrations. The Host may request a waiver of this Section and the granting of such a waiver is at the discretion of the Company.

Section 2.2 PolyFit® Trainer. The Company shall provide a PolyFit® Master Trainer to facilitate the Training and Licensing for prospective PolyFit® Instructors. The Company shall select the Master Trainer at its discretion. The Host is not required to compensate or reimburse the Master Trainer for any expenses arising from this Agreement, unless agreed upon in writing prior to event.

Section 2.3 Training Materials. The Company is the sole owner of all PolyFit® instructor materials and shall be the sole provider of all necessary training materials to conduct the Training. Host is not permitted to distribute PolyFit® training materials.

Section 2.4 Video/Recordings/Streaming. The Company is the exclusive entity permitted to record or distribute any and all audio or video formats of PolyFit® Trainings. Host, associates and facility are not permitted to record or distribute in any medium or format any aspect of a PolyFit® Instructor Training, without prior consent.

Article III. Host(ing) Terms

Section 3.1 Host Representation and Warranties. The Host represents and warrants that,

- a. The Host has full authority to enter into this Agreement - **you** have the right to grant the rights set forth in this Agreement, and that **your** entering into this agreement does not violate or conflict with any prior agreements or obligations to any third parties.
- b. The Host has or will have, and all times when hosting the Training, valid and up to date comprehensive commercial general liability insurance (including contractual liability, bodily injury, property damage, and personal injury) in the following amounts, or in amounts required by law, whichever is greater: \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$5,000,000 excess umbrella for each occurrence and aggregate,
- c. Host understands and guarantees that any advertising or promotional materials Host creates, uses, or distributes is unique, proprietary and not will not infringe any intellectual property, personal, publicity, privacy, or other right of any third party or brand.
- d. The Host has full authority to enter into this Agreement - Host has the right to grant conditions set forth in this Agreement, and that host's entering into this agreement does not violate or conflict with any prior agreements or obligations to any third parties.
- e. The Host and its agents and employees, will comply with all applicable international, federal, state, and local laws.
- f. The Host will not and has not engaged in any activity, made any commitment, or entered into any agreement inconsistent with or in derogation of the rights granted in this Agreement.

Section 3.2 Compensations. The host does not receive financial or in kind compensations for any costs arising from this agreement or any expenses accrued as a result of host's own activities/marketing/rents/leases or any other expenses or damages as it may or may not relate to the training event or planning process, unless agreed upon in writing by the Company.

Complimentary Registrations. The Company shall provide to the Host, one (1) complimentary registration for every ten (10) paid registrations. The Host may assign available complimentary registration(s) to individual(s) at the Host's discretion.

Section 3.3 Indemnification. The Host shall indemnify and hold harmless PolyFit[®], its parents, subsidiaries, shareholders, officers, directors, employees, agents, and suppliers from any third party claim, action, demand, loss, or damages (including attorney's fees) arising out of or relating to Host's offering or hosting any Training, any violation by the Host of any terms or provisions in this Agreement, the Host's

advertising or promotional materials or activities and/or the Host's violation of any rights of a third party.

Section 3.4 Assignment. The Company may assign, transfer, or sub-contract any of its rights or obligations under this Agreement to any third party at its discretion. The Host shall not assign, transfer, license, or sub-contract any of its rights or obligations under this Agreement without the prior, expressed, written consent of the Company.

Section 3.5 Relationship of Parties. This Agreement does not and will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Host and the Company. Each party acknowledges that each is an independent party; that nothing in this Agreement establishes or constitutes a joint venture, partnership, employment, franchise or agency relationship between them. Neither party has the power to bind or act for the other or incur obligations on the other's behalf without the other's prior written consent.

Section 3.6 Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

Section 3.7 Arbitration. If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

Section 3.8 Waiver. Any waiver of any provision of this Agreement or of a party's rights or remedies under this Agreement must be in writing signed by the party against which the waiver is sought to be effective. Failure, neglect, or delay by a party to

enforce any provision of this Agreement or its rights or remedies at any time, is not a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Waiver of any provision shall not be deemed to waive the same provision at any later or other time, or any other provision at any time. No delay by the Company in exercising any right or remedy under this Agreement will operate as waiver of the right or remedy, nor will it affect any ability to later exercise that right or remedy.

Section 4.1 Additional Termination Conditions / Considerations.

- a. weather or travel restrictions
- b. if any article here in is violated.

By signing below, all parties acknowledge and agree to all terms an provisions above:

Host Representative Print Host Representative Signature Date

Authorized Company Representative Print Company Representative Signature Date