



CLUB PILATES

17877 Von Karman Avenue, #100, Irvine, CA 92614  
949-398-2642  
teachertraining@clubpilates.com

**DATE: 07/26/2021**

## **TEACHER TRAINING AGREEMENT**

### **WI COMPREHENSIVE**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

This TEACHER TRAINING AGREEMENT (the "Agreement"), is made on 07/26/2021 by and between: (i) Club Pilates Teacher Training, with a business address at 17877 Von Karman Avenue, #100, Irvine, CA 92614, the Club Pilates studio authorized to conduct this Training Program (the "Company") and (ii) (Teacher Training Participant's Name) Test Test with an address at 1234 main street, laguna beach, ca 92651, email address at: test@test.com and home phone: (510) 342-6385 work phone - cell phone (510) 342-6385 ("Trainee" or "I").

The parties to this Agreement understand, acknowledge and agree that Club Pilates Franchise, LLC ("Franchisor") is not responsible for conducting the in-studio portion of the Training Program (as defined herein) and will only provide Trainee access to the Webinar Training (as defined herein). Franchisor has no further obligations or responsibilities to Trainee under the terms of this Agreement. Webinar Training aside, all other terms and obligations of this Agreement are expressly between the Company as authorized to conduct the Training Program and Trainee.

### **BACKGROUND**

- A. Franchisor is a franchisor of Club Pilates studio locations (each, a "Studio"), which offers Pilates, exercise programs, and other related products and services thereto under the proprietary mark CLUB PILATES. The Studio authorized to conduct the Training Program is a franchisee of Franchisor.
- B. The Company and the Trainee are each parties to this Agreement, and after the agreed upon deposit has been made, all remaining payments and future terms will be between the Company hosting the in-studio education and the Trainee.
- C. Trainee now desires to participate in a Pilates instructor Training Program (the "Training Program") in order to learn, train, and accumulate required hours and experience in Trainee's preparation to take a third-party test to become an accredited Pilates instructor (an "Instructor").

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises contained in this Agreement and for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **AGREEMENT**

1. **Training Program.** The parties acknowledge and agree that the Training Program consists of approximately 500 hours of instruction, consisting of: (a) online "classroom/webinar" training (the "Webinar Training") that can be completed remotely (at home, the Company's Studio, or any other local Studio that is authorized to provide the Training Program); (b) in-studio "hands-on" training, which must be completed at a Studio that is authorized to provide the Training Program; and (c) at home or in-studio self-practice, observance, practice teaching, & finally in-studio assistant teaching. Included in the "Webinar Training" of the Training Program are the manuals that are provided in PDF (digital format) for download from Canvas by Course. Hard-copies of the manuals (professionally printed and bound in full-color) are available for purchase at <https://club-pilates-teacher-training.myshopify.com/>.
2. **Payment.** The full tuition for the Training Program is \$4,750.00 ("Total Tuition") and is due immediately upon execution of this Agreement, unless otherwise indicated in the Payment Summary below. In the event of expiration or early termination of this Agreement, the remainder of the Total Tuition shall become immediately due and payable, subject to any refund. The details of the payment terms are as follows:

#### **Payment Summary**

If the Total Tuition is not paid in full immediately upon execution of this Agreement, the Company reserves the right to charge a monthly payment processing fee and interest payment of \$49.00 will be charged (the "Monthly Fees"). Notwithstanding anything to the contrary in the payment schedule below, a deposit of \$2,000 (the "Deposit Payment") shall be paid upon the date of execution of this Agreement. I agree to pay the Company the following amounts on the following dates (or within seven business days following such dates) and authorize the Company to use the credit card information I provide(d) to make such payments:

Deposit Payment: \$ - on 07/26/2021

Tuition Payments: \$

Payment	Due Date	Amount
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Corporate Teacher Training Deposit	07/26/2021	\$2000.00
1	07/26/2021	\$0.00

Total Tuition: \$ 0

I acknowledge that if I use any third-party financing for payment of any of the tuition, (i) the Company and Franchisor make no representations or warranties related to the services provided by such third-party, even if such third-party financing were referred to me by the Company or Franchisor; (ii) the Company and Franchisor disclaim all liability in connection with such financing; and (iii) that I am solely liable for the payment of the Total Tuition. Any payments made later than forty-eight (48) hours after the due date will incur a late fee equal to ten percent (10%) of the payment due (the "Late Fee"). The parties acknowledge and agree that damages incurred by the Company from late payments shall be extremely difficult or impossible to establish or prove, and agree that the Late Fee shall constitute liquidated damages for any late tuition payments. I acknowledge that my access to any and all training material will be cut off if payments are more than thirty (30) days late, and I will be terminated by Company if any payments are more than forty-five (45) days late.

3. **Refunds.** The Company may terminate this Agreement for any reason. I acknowledge and agree that all payments made toward my tuition are non-refundable, except that:

- a. I will receive a full refund if am not accepted into the Training Program;
- b. Provided I have not used my login credentials to log into and/or access the online learning system, I may receive a full refund of all money paid, provided, however, I acknowledge and agree I must submit the Notice of Cancellation (attached hereto as Exhibit B) to Company pursuant to requirements set forth in the Wisconsin Safety and Professional Services Administrative Code SPS 406.03.
- c. If I elect to cancel this Agreement after I have used my login credentials to log into and/or access the online learning system and/or have completed course work I may be entitled to a pro rata refund. Provided, however, I must not have completed more than 60% of the online units and/or modular coursework in the current enrollment period. Further, any pro rata refund will be less a one-time application fee of \$100.
- d. If I withdraw, I elect to cancel, or I am dismissed after my admittance to the program, having not completed more than 60% of the program I shall be entitled to a pro rata refund, as calculated follows. Refunds shall be determined according to the number of units remaining after the last unit completed by the student, divided by the total number of units in the enrollment period, rounded downward to the nearest 10%. Pro rata refund is the resulting percent applied to the total tuition and other required costs paid by the student for the current enrollment period.
- e. If I cancel after I have attended any in-studio days, the host-studio may issue a refund at their discretion and keep a portion of the tuition based on the following:

If the participant completes this many days of in-studio training	The Company may keep this percentage of the tuition cost:
1-2	20%
3-4	35%
5-6	50%
More than 7	100%

- f. All such refunds will be paid within ten (10) business days of Trainee's official date of withdrawal or cancellation date.
4. **Cancellation by Company.** If Company cancels a Training Program after I have made the Deposit or Tuition Payments and prior to my completion or termination of this Agreement, then Company shall either (i) refund tuition in manner consistent with the Company's department obligations in Section 3.d above or (ii) assist with finding another Club Pilates studio offering the Training Program, provided that I have the right to accept or reject such transfer by providing written notice to the Company prior to commencing the Training Program at such replacement studio.
5. **COVID-19- Health Pandemic.** Closures of a Club Pilates® studio as a result of local, state, or federal agency mandate(s) as a result of COVID-19 or any health pandemic (as decreed by the Center for Disease Control and/or the World Health Organization) shall not be deemed an event of discontinuance, cancellation, or termination by the Company and Company shall not be obligated to refund all or any portion paid by a you or a Training Program participant in the occurrence of such an event. Should the Training Program be interrupted by said a mandate(s) the Company will resume the Training Program as and when deemed appropriate or permitted by said local, state, or federal agency. The Company agrees to extended any timelines and/or requirements related to the Training Program on an equivalent basis to any such closures and interruptions.
6. **Representation of Compliance.** I hereby warrant and represent that I will honestly comply with Company's tracking system, which, among other features, will log the number of hours I need to practice in order to complete the Training Program. In the event I falsify the number of hours I have trained, or otherwise fail to comply with the self-tracking system, I acknowledge and agree that the Company has the right to refuse to grant me a Diploma (as defined in Section 7).

7. **Diploma Requirements.** I acknowledge and agree that I will not obtain a Diploma unless and until: (i) I have paid the Total Tuition in full; (ii) I complete all of the Training Program's 500 hours of training; and (iii) I have fulfilled all of the Training Program's other requirements as specified by the Company ("Diploma Requirements"). The Training Program requirements for graduation are detailed in the Program Syllabus and I agree it is my responsibility to read and comply to all Program Syllabus information. I acknowledge that the Program Syllabus and graduation requirements are subject to change. During the course of the Training Program, you will be provided access, via the internet, to the materials required to complete the Training Program. Such access will be given for a period of one (1) year commence on the Effective Date of this Agreement (the "Initial Term"). The fulfillment of the Diploma Requirements must be made within one (1) year from the date of this Agreement. Company, in Company's sole discretion, may provide a six (6) month extension for an additional fee; provided, in the case of any such extension, the parties will sign an amendment to this Agreement memorializing such extension. The Company may also, in Company's sole discretion, charge an additional fee for any support or mentorship after the Initial Term.
8. **Pilates Accreditation.** I acknowledge and agree that: (i) I will not be an accredited Instructor upon completion of the Training Program and receipt of a Diploma; and (ii) I must take and successfully pass a separate test to be an accredited Instructor. Completion of the Training Program and being awarded a Diploma from Franchisor does not warrant or guarantee that I will pass the required test to be deemed an accredited Instructor. I acknowledge and agree that neither Franchisor nor Company have given me any representations or warranties, or made any other assurances or guarantees, that I will become an accredited Instructor.
9. **No Guaranty of Employment.** I acknowledge and agree that my graduation from this program does not guarantee that I will gain employment with the Company, Franchisor, any other Club Pilates studio, or any other Pilates studio. In addition, my completion of the course does not create a contractual relationship between me, the Company, and Franchisor. I understand that the Training Program is a training program for general Pilates instruction and I do not expect any compensation in connection with the Training Program.
10. **Early-Dispute Resolution.** I understand that if I have a complaint or grievance against the Company, I must first address that complaint or grievance by using the form and process as specified on the online system or by submitting written notice to the Company at its address provided in Section 1 of this Agreement or the studio's address, attention: Teacher Training Complaints. The Company will then have (10) business days to respond to such complaint or grievance. Upon receipt of such response, I will continue to attempt to resolve the complaint or grievance in good faith with the Company for an additional (15) business days before bringing such complaint or grievance before a third party. I must exhaust this internal dispute resolution procedure before I may bring my dispute before a third party.
11. **Arbitration.** I AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING WITHOUT LIMITATION, THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, MEMBER, OR SHAREHOLDER OF THE COMPANY IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT. I FURTHER UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY OR ANY THIRD-PARTY BENEFICIARY HERETO MAY HAVE WITH ME.
12. **Waiver of Class Action Claims.** I AGREE THAT I MAY ONLY BRING CLAIMS IN CONNECTION WITH THIS AGREEMENT OR THE TEACHER TRAINING PROGRAM ONLY IN MY INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE ACTION.
13. **Acknowledgements.** I acknowledge and agree that I am not an officer, director, principal, employee, agent, servant, or representative of Franchisor. Neither this Agreement, the Training Program, or certification as a Club Pilates Instructor shall, or may be construed to, create or establish any actual or implied employer or joint employer relationship between (a) me and (b) Franchisor and/or any of its personnel.
14. **Confidential Information.** I agree to (i) maintain the confidentiality of the Confidential Information (as defined herein); and (ii) not make or distribute, or permit to be made or distributed, any unauthorized copies of any portion of the Confidential Information, unless disclosure of the Confidential Information is required by law, in which case I agree to immediately notify Franchisor via email sent to teachertraining@clubpilates.com so that it may seek a protective order. For purposes of this Agreement, "Confidential Information" includes without limitation: techniques and methods, trade secrets, copyrighted materials (in all formats, including, but not limited to, hard copy, digital and electronic format), confidential and proprietary information, and other intellectual property and know-how relating to the Training Program. If I breach this provision, the Company or Franchisor, which is a third-party beneficiary to this Section of this Agreement, may terminate my participation in the Training Program. This section shall survive termination or expiration for a period of 2 years.
15. **Photo release.** I hereby agree to the terms and conditions of the Photo Release Waiver, attached to this Agreement as Exhibit A (the "Photo Release Waiver").
16. **Survival.** The Photo Release Waiver, Sections 3 through 5, 7 through 14, and 16 through 18, and any provision expressly stating it shall survive, shall survive termination or expiration of this Agreement.
17. **Severable.** Each provision of this Agreement, or any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held by an arbitrator or by a court of competent jurisdiction to be unenforceable due to any applicable existing or future law or regulation, such portion shall not impair the operation of or have any effect upon, the remaining portions of this Agreement which will remain in full force and effect. No right or remedy conferred upon or reserved to any party or third-party beneficiary to this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

18. **Entire Agreement.** This Agreement represents the entire agreement between the parties relating to the subject matter hereof. This Agreement alone fully and completely expresses the agreement of the parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as set forth herein. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto.
19. **Waiver and Release.** I am voluntarily participating in the Training Program offered by the Company, during which I will receive information and instruction and participate in exercises. I acknowledge and agree that participation in the Training Program, exercise sessions, and fitness programs presents some unavoidable risk of injury, especially to people who have pre-existing injuries, illness, or medical disabilities. I hereby assume all such risks of injuries and consequences thereto, whether or not I have known or unknown pre-existing injury, illness, or medical disabilities. I acknowledge and agree that the use of exercise equipment also carries with it a risk of injury, and I hereby assume all such risks of injury and consequences thereto in using exercise equipment. I understand that a medical evaluation is advised before starting any exercise program. I verify that I am medically cleared for exercise. I acknowledge that the Company, all Club Pilates studios, Franchisor, Franchisor's affiliates and each's present and former officers, directors, agents, instructors, employees, members, successors, and assigns (each a "Releasee") are not engaged in diagnosing or treating medical diseases or deficiencies, and I expressly assume all risks of my participation in the programs of exercise and the Training Program conducted by the above. Releasees shall not be held responsible or liable for any articles lost, stolen, or damaged in or about a Club Pilates studio.

I, for myself and all persons and entities claiming by, through, or under me (each a "Releasing Party"), hereby voluntarily and expressly agree to hold harmless and release any and all Releasees from and against any and all claims, losses, injuries, damages, costs, charges and expenses, including attorney's fees (each a "Claim"), which I may suffer, including, without limitation, dissatisfaction with the Training Program or any injury or death, whether due to the negligent action or inaction of any Releasee, as a result of or in connection with my participation in the Training Program, exercise programs, or educational programs or visiting the Company's studio. I for myself and all Releasing Parties intend this release as it pertains to Claims by me or to anyone claiming through or under me, to cover, encompass, relinquish and extinguish all Claims against the Released Parties, excepting only those Claims directly caused by the gross negligence or willful misconduct of a Releasee, where such releases are expressly prohibited by applicable law.

I intend this release to be as broad as is permitted by law. I, on behalf of myself and the Releasing Parties, acknowledge that I am familiar with the provisions of California Civil Code Section 1542 or the provisions of any similar law of the states in which I, Franchisor, the Company, or the Company's studio are located, and intend this release to cover, encompass, release, and extinguish inter alia, all Claims and matters which might otherwise be reserved by California Civil Code Section 1542, which provides as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Exercise is not appropriate or effective for everybody at all times. Therefore, I understand that the Company and its personnel reserve the right to refuse service to anyone at any time, regardless of the amount of time spent in the program. I understand all studio policies and procedures and will follow every rule, guideline and procedure according to the Company. I acknowledge and agree that except as otherwise stated herein, there are absolutely no refunds.

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

**Trainee:**  
 Date: 07/26/2021  
 Full Name: Test Test  
 Signature:

**Company:**  
 Date: 07/26/2021  
 Full Name: Corp Carly david  
 Title:

Signature	Date

Signature:

Signature	Date

# EXHIBIT A

## PHOTO RELEASE

I, for good and valuable consideration, hereby acknowledge and agree to the following:

1. I represent that I am a participant in the Pilates instructor Training Program (the "Training Program").
2. Club Pilates Franchise, LLC and its franchisees (including without limitation, the Company (as defined in the agreement to which this Exhibit A is attached), affiliates, assigns, and successors, and each of their respective directors, officers, employees, servants, agents, and representatives (collectively, "Club Pilates") reserves the right to photograph, video, stream, and/or record any audio (collectively, "Recordings") of all, or some of the Training Program.
3. During the Training Program, Club Pilates may capture and obtain Recordings of me and my voice, actions, likeness (actual or simulated), name, sobriquet, picture, photograph, silhouette, appearance, and other reproductions of my physical likeness (as the same may appear in any still camera photograph and/or motion picture film or tape) and my biographical information and/or my personal property (collectively, "Likeness") during and in connection with my participation in the Training Program.
4. Club Pilates, may publish, copy, modify, compile, distribute, and/or reproduce Recordings of my Likeness, in whole or in part, in any and all forms and in any and all media, whether now known or hereafter devised, worldwide, in perpetuity, and in all manners, for the purposes of publicity, illustration, commercial art, advertising, publishing (including, but not limited to, publishing in hard copy, electronic form, CDs or internet websites), or otherwise, for any products and/or services, or other lawful uses, for profit and/or for promotion, as may be determined by Club Pilates, in its sole discretion.
5. Club Pilates may publish, copy, modify, compile, distribute, and/or reproduce such Recordings with my Likeness, as described in paragraph 3, with or without my name, or the names of Club Pilates or its franchisees', or with a fictitious name.
6. In the event there is a third-party photographer and/or videographer (collectively, a "Third-Party Photographer") taking photographs, the Third-Party Photographer may acquire intellectual property rights over said photographs and/or use such photographs for their own promotional and commercial efforts.
7. All intellectual property rights, including, but not limited to all copyrights, created by and derived from such Recordings, which may include my Likeness, or my participation in the Training Program shall be the exclusive property of Club Pilates Franchise, LLC.
8. I, my representatives, heirs, successors, and assigns (collectively, "Releasors"), further waive any and all rights to review or approve any uses of the Recordings, any written copy or finished product. I am of full legal age and have read and fully understand the terms of this release.
9. I and my Releasors further waive any and all rights to any compensation, either by payment in cash or otherwise, for any use of such Recordings by Club Pilates or any third-party who may own any intellectual property rights to the Recordings. I and my Releasors further waive any and all rights I or my Releasors may have now or in the future to any intellectual property rights in such Recordings or in connection with my participation in the Training Program.
10. I intend this release to be as broad as is permitted by law. I, on behalf of myself and the Releasing Parties, acknowledge that I am familiar with the provisions of California Civil Code Section 1542 or the provisions of any similar law of the states in which I, any Club Pilates party, or the Company's studio are located, and intend this release to cover, encompass, release, and extinguish inter alia, all Claims and matters which might otherwise be reserved by California Civil Code Section 1542, which provides as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

I HAVE READ THE ABOVE PHOTO RELEASE. I WOULD NOT SIGN THIS PHOTO RELEASE IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Date: 07/26/2021

Full Name: Test Test

Signature:

Signature _____	Date _____
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# EXHIBIT B

## NOTICE OF CANCELLATION

**Date: [Insert Date of Training Agreement Above]**

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. (Saturdays, Sundays, and holidays are not business days.)

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to (name of seller) at , (address of seller's place of business) not later than midnight of (date)

Note: Purchase of educational goods and services offered by a school is deemed to take place when written and final acceptance is communicated to the student by the school. If the representative who enrolls you is authorized to grant written acceptance at the time you enroll, and does so, the cancellation period ends at the time specified above. If you have not been accepted in writing at the time you enroll, the cancellation period does not end until midnight of the third business day after the day you receive written acceptance by certified mail from the school.

I hereby cancel this transaction.

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_