




Country Fusion, LLC

Instructor Training and Licensing Agreement

KIDS PROGRAM ONLY

THIS INSTRUCTOR TRAINING AND LICENSING AGREEMENT ("Agreement") is made and entered into between Country Fusion, LLC ("Country Fusion") and You ("You" and/or "Instructor")(collectively, the "Parties") and is effective as of this _____ day of _____, 20__ ("Effective Date").

WHEREAS, Country Fusion is the owner of the COUNTRY FUSION and  trademarks, copyrights and associated intellectual property, including but not limited to, proprietary dance fitness instruction programs, marketing plans, and other creative that may be developed after the Effective Date, as well as the right to sell Country Fusion branded goods (the "Country Fusion IP");

WHEREAS, Country Fusion is willing to train persons desirous of attaining a Country Fusion licensed status and to license the Country Fusion IP to those who have successfully passed a Country Fusion training course and demonstrated the requisite level of maturity and professionalism; and

WHEREAS, You are desirous of taking and passing a Country Fusion training course and obtaining a license to the Country Fusion IP in order to independently offer Country Fusion classes;

NOW THEREFORE, Country Fusion and You enter into this Agreement, intending to be legally bound according to the terms and conditions of this Agreement, for the consideration herein described and other good and valuable consideration, the sufficiency of which is acknowledged, agree as follows:

1. Training Class

Country Fusion shall provide a program of instruction for seven (7) hours (or more as deemed necessary in the sole discretion of Country Fusion) devoted to instructing You in leading Country Fusion Kids Program dance/fitness classes ("Kids Training Class"). This instruction may also provide valuable information on marketing strategies, class pricing structures and the like that have demonstrated success. You will also be provided with the Country Fusion Instructor Handbook which contains information on methods, procedures and permitted and prohibited activities under the Country Fusion brand. Upon satisfactory completion of the Kids Training Class, and demonstrated mastery of all materials in the Country Fusion Instructor Handbook, on that date You shall be awarded the status of Country Fusion Kids Star ("CFKS Date"). Nothing herein shall be deemed to require Country Fusion to issue a certification as a Country Fusion Kids Star. Provided all other terms and conditions in this Agreement are fulfilled and You are not in default of any payment hereunder, as a Country Fusion Kids Star,



You are eligible to conduct Country Fusion Kids classes and workshops, perform marketing activities and sell Country Fusion merchandise and to use the Country Fusion IP in connection therewith for so long as this Agreement remains in effect ("Services"). The date and time of Your class will be: _____ . For clarity, there is a separate regular Country Fusion dance and fitness program geared for adults and being a Country Fusion Kids Star does not include the license to offer such services (which are expressly excluded from the definition of Services under this Agreement), which requires a separate license and fee. Please inquire if interested. For the purposes of this Agreement, Kids is defined to include persons under the age of eighteen (18). (You may include a parent who wishes to participate with their children in a class you offer under the Kids Program, but you may not offer the adult version of the program as part of any class and a class may not have more adults than there are kids).

2. Training and Licensing Fees

Training may be conducted live in-person, or online. You shall pay to Country Fusion the sum of One Hundred Ninety-Nine Dollars (\$199) for online or the sum of Two Hundred Ninety-Nine Dollars (\$299) for live in-person training for your Kids Training Class and Country Fusion Instructor Handbook on or before the Effective Date. This fee is non-refundable as a slot for You in the Training Class is reserved. If a bona fide emergency arises where You cannot attend the Training Class, Country Fusion will make reasonable accommodations to have You attend a future Training Class at no additional charge.

You may also be required to attend future Training Classes, or parts thereof, as a refresher, or to learn newer routines, from time to time, at a price to be determined. You may, at Country Fusion's sole and exclusive discretion, voluntarily attend additional refresher training and as the program evolves and as space permits.

In order to remain a Country Fusion Star and for so long as this Agreement remains in effect, You shall pay to Country Fusion a monthly licensing fee of Twenty-Five Dollars (\$25.00/month) with the first payment due on the next first day of the month after the CFKS Date and then each first of the month thereafter. Country Fusion reserves the right to change its monthly subscription fee at any time in its sole and exclusive discretion. If You do not agree to such change in fees, Your sole recourse is to terminate this Agreement.

Provided all other terms and conditions of this Agreement are fulfilled and You are current with all payments due to Country Fusion, as a Country Fusion Star, You will be entitled to discounts on Country Fusion apparel, DVDs and other goods as Country Fusion makes them available in order to sell.

All payments shall be made to Country Fusion, LLC in ready funds. Any payment returned for insufficient funds shall incur a fee of Thirty-Five Dollars (\$35.00). If for any reason, You become indebted to Country Fusion in an amount greater than One Hundred Dollars, Country Fusion may, at its option, engage in collection efforts, and in addition to any outstanding amount



due, You shall be responsible for paying the reasonable costs of collection, including but not limited to court costs and attorney's fees and costs.

3. Grant of License

Once You have attained the status of Country Fusion Kids Star, and only during the Term of this Agreement, Country Fusion hereby grants to You a non-exclusive, non-transferable, revocable license ("License"), without warranty, to use the Country Fusion IP in connection with Your marketing and rendering of the Services and to indicate that you are a Country Fusion Kids Instructor; and You accept the License, during the Term hereof, all subject to the terms and conditions set forth herein.

Nothing herein is intended to, nor does it, act in any way to transfer an ownership interest in the Country Fusion IP to You and You expressly acknowledge that Country Fusion is the sole owner of all Country Fusion IP and You agree to take no action that would attack Country Fusion's ownership interest therein or otherwise attack the validity of this Agreement.

4. Standard of Conduct

You agree that the nature and quality of the Services rendered by You shall conform, at a minimum, with the standards set by Country Fusion from time to time. For example and without limitation, You shall not be under the influence of alcohol while rendering the Services and You shall be clean, presentable, and punctual and shall refrain from the use of vulgar language. You agree to cooperate with Country Fusion in facilitating Country Fusion's control over the nature and quality of the Services rendered by You and all of its instructors utilizing the Country Fusion IP and as explained in the Training Class and in the Country Fusion Instructor Handbook.

From time to time, Country Fusion may inspect classes and/or workshops and the Services rendered without prior announcement. You shall comply with all applicable law and regulation and obtain any permits required or other approvals necessary to conduct the Services. You agree to provide the Services only utilizing the Country Fusion IP, which includes but is not limited to, You may only use Country Fusion music, choreography, processes and techniques in performing the Services.

You agree that the License only permits You to use the Country Fusion IP in the form and manner as directed by Country Fusion from time to time. For example and without limitation, You may use the Country Fusion IP on flyers, electronic mail or other printed promotional material where the sole purpose is to promote Your rendering of Country Fusion Services. You may not alter the Country Fusion IP in font, color or other appearance and all Country Fusion IP should appear as closely as possible to the manner in which it exists herein or as provided to You directly by Country Fusion. You may obtain a web address utilizing the Country Fusion IP (for example, www.johnsmithscountryfusionclasses.com) only for so long as this Agreement remains in force. If you have obtained such a web address, at the Termination of this Agreement, You agree to transfer such domain to Country Fusion, at Country Fusion's option. During Your use of any such website, You shall provide a link to Country Fusion's official website, Facebook®



page and any other Country Fusion social media site as Country Fusion directs. You agree, both during the Term of this Agreement and thereafter, not to use any such web address in a disparaging manner against Country Fusion.

You may create promotional video clips of no more than 2:00 for posting on social media websites (such as YouTube®) solely for promoting Your rendering of Services and only during the Term of this Agreement and any such video shall only feature You as the Instructor. You may not include the likeness of any class participant without having first obtained a release in a form satisfactory to Country Fusion. Prior to releasing any such promotional video, You shall first make Country Fusion aware of Your intent and adhere to any other reasonable conditions as may be imposed by Country Fusion.

You shall not have any right of sublicensing or certifying anyone else as a Country Fusion Kids Star unless pursuant to a separately negotiated and executed contract. You shall not hold Yourself out as anything other than a Country Fusion Kids Star or Country Fusion Kids Instructor and have no right to make any decisions on behalf of Country Fusion.

5. Representations

Country Fusion

Country Fusion represents that it owns the Country Fusion IP and has the authority to enter into this Agreement. Country Fusion further represents that it possesses all licenses, insurance and applicable permissions as required under law and regulation to enter into this Agreement.

You

You represent that You have the right to enter into this Agreement and possess the requisite underlying training, ability and health to render the Services. You further represent that You have not mislead Country Fusion in any material respect and have provided any and all information to Country Fusion as requested as truthfully as known to You. You represent that you endeavor to perform faithfully under this Agreement to the best of Your ability.

You represent that You are certified and current in CardioPulmonaryResuscitation (CPR) as well as know how to use an Automated External Defibrillator (AED) and will remain so during the Term of this Agreement.

6. Guarantees / Warranties / Disclaimers

Country Fusion guarantees its Country Fusion products for a period of one (1) year and hereby agrees to repair and make good any damage, defect or fault, not the subject of misuse or abuse, that may appear within one (1) year after sale of such product.

OTHER THAN AS EXPRESSLY PROVIDED HEREIN, COUNTRY FUSION DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS, CONDITIONS, OR



COVENANTS, WHETHER EXPRESS OR IMPLIED OR STATUTORY (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT), THE WARRANTIES HEREIN PROVIDED BEING EXCLUSIVE.

NEITHER PARTY HERETO SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION (BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

COUNTRY FUSION'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION (BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE), SHALL NOT EXCEED THE AGGREGATE SUM OF ALL PAYMENTS MADE UNDER THIS AGREEMENT DURING THE PRIOR YEAR FROM WHEN SUCH CAUSE OF ACTION AROSE.

7. Indemnity

The Parties hereto each agree to indemnify and hold the other harmless from and against all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the act and omissions of that Party, its employees, agents, subcontractors and those acting in active concert with he/she/it.

You assume all liability for all Country Fusion classes and workshops taught by You. You shall procure general liability insurance in the minimum face amount of \$1,000,000 naming Country Fusion as an Additional Insured.

8. Term and Termination

The initial term of this Agreement shall begin on the Effective Date and continue for a period of six (6) months beginning from the next first day of the month after the CFS Date (the "Initial Term"). The Initial Term shall automatically renew indefinitely, for successive one (1) month periods, unless or until You breach this Agreement or this Agreement is terminated in writing by You or Country Fusion ("Term").

Upon the expiration of the Term, You shall immediately discontinue all use of the Country Fusion IP and shall immediately cease rendering all Services.

9. Confidentiality / Non-Compete

You acknowledge that under this Agreement and the License grant to the Country Fusion IP, You will have access to all manner of confidential information of Country Fusion, including but not limited to, workout routines and choreography, dance and fitness teaching methods,



marketing concepts and plans, customer databases, methods, techniques, systems, documentation, data and information (the "Country Fusion CI"), as well as rights to use the Country Fusion IP. Country Fusion CI includes but is not limited to: all information or material designated as confidential; proprietary databases, techniques, technical information, processes, know how, trade secrets, strategic business information and methods of doing business, including current and future marketing and business plans, business forms, manuals, guidelines, agreements and channels of distribution; vendor accounts, customer lists, business associates and other instructors of Country Fusion; and any information that should reasonably be recognized as confidential. Information that is in the public domain or that enters the public domain through no fault of Instructor; information already in the possession of Instructor prior to disclosure by Country Fusion; and information received by Instructor through a third party not bound by any duty of confidentiality shall not be deemed to be Country Fusion CI.

You also acknowledge that the Country Fusion CI and Country Fusion IP are valuable assets of Country Fusion, developed through the investment of much time, money and resources and that the disclosure of same or disparagement of same would irreparably harm Country Fusion. As such, You agree that the Country Fusion CI and Country Fusion IP is the sole and exclusive property of Country Fusion. You agree to hold all Country Fusion CI in strict confidence, and to preserve and use same and the Country Fusion IP solely for the purposes as agreed herein and on behalf of Country Fusion. You shall not disclose, reproduce or make use of the Country Fusion CI except on Country Fusion's behalf and/or with Country Fusion's express knowledge and consent. At the expiration of the Term for any reason, You agree to return all Country Fusion CI and to cease all further use of the Country Fusion CI and Country Fusion IP immediately.

Under no circumstances, during the Term or thereafter, shall you use the Country Fusion CI or Country Fusion IP to, directly or indirectly, unfairly compete with Country Fusion. This means that You shall not solicit, sell to, divert, serve, accept or receive or conduct any business of any type engaged in by Country Fusion, from or with any client, vendor, associate or active prospect of Country Fusion except on Country Fusion's behalf and with Country Fusion's express knowledge and consent. You acknowledge that legitimate business interests exist to justify the confidentiality and restrictive covenants set forth in this Agreement and that these measures are reasonably necessary to protect Country Fusion's interests. You acknowledge the unique and valuable character of the Country Fusion CI and Country Fusion IP and that any breach of these provisions may cause irreparable harm to Country Fusion and that money damages alone may not be an adequate remedy and therefore, You agree to the granting of injunctive or other equitable relief in favor of Country Fusion in addition to any other remedy now or hereafter existing at law, in equity, by statute or otherwise.

10. GOVERNING LAW / DISPUTES

This Agreement shall be construed and the rights and obligations of Country Fusion and You hereunder shall be interpreted in accordance with the laws of the State of New Jersey and federal law as applicable, without regard to the principles of choice of law or conflicts of law. The Parties hereto consent to venue and the personal jurisdiction of the Courts located within the State of New Jersey.



All disputes arising under this Agreement shall first be attempted to be resolved by a good faith negotiation between the Parties. If the dispute cannot be resolved amicably among the Parties, in recognition of the benefits of having any disputes with respect to this Agreement resolved by an experienced and expert person, Country Fusion and You hereby agree that any action, suit or proceeding, whether claim or counterclaim, brought or instituted by any Party hereto on or with respect to the dispute or this Agreement or the dealings between the Parties with respect to the subject matter of this Agreement, shall be tried only by a court and not by a jury. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.**

In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or position prevailed. It is also intended that any settlement prior to the conclusion of any such action shall include a component of such costs and fees.

11. MISCELLANEOUS

A. NOTICE

Any notice required under this Agreement or otherwise desirable by a party to send to the other party shall be in writing and shall be sent by: (i) United States Postal Service, certified mail, return receipt requested, prepaid; (ii) any nationally known, reputable, overnight delivery service for next day delivery, prepaid; or (iii) hand delivered in person. All notices shall be deemed to have been given upon receipt and shall be addressed to the parties as provided hereunder (or as otherwise updated by a notice in compliance with this provision):

IF TO COUNTRY FUSION:

Country Fusion, LLC
2416 Music Valley Drive, Suite 142
Nashville, Tennessee 37214

IF TO INSTRUCTOR:

Name:
Address:
City, State, Zip:

B. HEADINGS



The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as “herein”, “hereinafter”, “hereof” and “hereunder” when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. The word “including” shall not be restrictive and shall be interpreted as if followed by the words “without limitation.”

C. SEVERABILITY

The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

D. RELATIONSHIP

The relationship of the Parties are that of Trainer/Licensors and Trainee/Licensee. Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, franchise, sales representative or employment relationship. Neither shall Country Fusion be deemed to be acting in any fiduciary capacity for You. You shall have no authority to bind Country Fusion in any manner.

E. ASSIGNMENT

Neither Party may assign this Agreement without the express written consent of the other Party, except that, Country Fusion may assign the value of this Agreement for any purpose as it may deem desirable.

F. RIGHTS / REMEDIES / WAIVERS

The Parties hereto expressly reserve all rights and remedies available to them except as expressly stated herein. The excuse or waiver of the performance by a Party of any obligation of the other Party under this Agreement shall only be effective if evidenced by a written statement signed by the Party so excusing or waiving. No delay in exercising any right or remedy shall constitute a



waiver thereof, and no waiver by either Party shall be construed as a waiver of any preceding or succeeding obligation of the same or any other covenant or condition of this Agreement.

G. FORCE MAJUERE

Neither Party shall be liable for any delay of failure to perform its obligations due to any cause beyond its reasonable control and which could not have been avoided by the Party's use of due care.

H. NATURE OF COUNTRY FUSION SERVICES

You acknowledge and agree that Country Fusion classes and workshops, whether as a class participant or an Instructor, involve a high intensity workout and may not be safe or suitable for all people. You agree that any advice, information or other health related data provided by Country Fusion is intended solely as a general educational tool and is not intended to, nor does it, replace individual medical or healthcare advice. You acknowledge that You have been advised to seek independent professional medical advice for any symptom or healthcare condition that may affect Your ability to render the Services. Country Fusion assumes no responsibility for any consequence relating directly or indirectly to Your act or omission with respect to utilizing information provided by Country Fusion.

I. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties and all oral representations and prior agreements have been incorporated herein as intended by the Parties. This Agreement shall not be changed or modified except through a writing signed by all Parties to this Agreement. You acknowledge that You have had a full and fair opportunity to review this Agreement, consult with an attorney of Your choosing if desired, fully understand it and agree to its contents and are executing as Your own voluntary act.

IN WITNESS WHEREOF, the Parties hereby execute the foregoing Agreement:

By Country Fusion

Name and Title:

Dated:

By Instructor:

Name:

Dated: