

Train 10 Participation Contract

Please return this signed contract within 48 hours to: Asli Basegmez at 416 Broadway, Farmington NM

THIS CONTRACT is made between _____ (your name), Independent Contractor (herein referred to as the Train 10 Participant or Participant) and Capacity Builders Inc. who is the fiscal agent of Gym Lou's (herein referred to as the Principal or Gym Lou's). Collectively, the Train 10 Participant and the Principal are referred to as "the Parties." The Train 10 Participant hereby represents that he/she is fully authorized to enter into this Contract personally and on behalf of any entity through which the Participant operates or provides services.

The parties hereto hereby agree as follows:

MANDATORY REQUIREMENTS. The Train 10 Participant will complete all mandatory requirements of the Train 10 program in order to obtain the benefits and compensation from the Principal as described and defined within this Contract. The mandatory requirements include but are not limited to:

- **TRAINER CERTIFICATION:** Completion of a fitness trainer certification from the Principal's approved *Provider's List*. Certifications not on Capacity Builders Inc.'s *Provider's List* and not approved by the Train 10 Program Director will not be applied towards the completion of this requirement. Proof of certification as requested by the Principal is required prior to any advancement in the program. The participant must also obtain CPR certification or provide proof that he/she is CPR certified. It is the Train 10 Participant's responsibility to ensure any and all required certifications are on file with the Principal's staff. Any participant who doesn't complete this component of the program within _____ days of signing this contract is not eligible for advancement in the program and could be terminated from the program if a resolution with the Principal's staff is not secured.
- **WORK FOR CBI:** Upon acceptance into the program, the Participant will complete up to 1040 total hours of work for Gym Lou's. If the Participant is already a fitness professional, the requirement of completing certification prior to compensation may be waived as described below. The hours worked must be for a minimum of ten (10) hours a week unless otherwise agreed in writing by both Parties. The Participant's schedule should be devised and agreed upon with the Principal's designee prior to any work being performed so that obligations are met within one year of the mutual parties signing of this contract. Hours worked beyond 40 hours a week or not according to the agreed upon schedule do not qualify for overtime compensation. This work entails but is not limited to: cleaning the gym, providing personal training free of cost to Gym Lou clients (described in greater detail below), providing personal training for the Participant's own clients at a cost agreed upon between the client and trainer, working on the start-up and marketing of the Participant's own personal training or fitness business and the gym itself, gym client registration, and teaching fitness classes as assigned by the Principal.

BENEFITS AND COMPENSATION. The Principal shall compensate the Train 10 Participant as follows:

- **TRAINER CERTIFICATION:** The Principal will pay for up to \$650 for a certification in a specific fitness field for the Participant as well as for CPR certification. Please see the *Provider's List* for a description of certifications that qualify for this requirement. Any fee or combined fees beyond the \$650 for education and certification must be paid by the Participant. Note that most if not all of the trainings on the *Provider's List* fall within the \$650 budget at this time; however, this is subject to change with the cost of inflation so it is the Participant's responsibility to verify there are no costs beyond the \$650 cap. While the Participant is obtaining his/her certification, the Participant is not entitled to any additional compensation until the Principal validates that all necessary education and certification requirements are met. This requirement can be waived for those Participants with prior experience in the fitness industry. See below.
- **WORK FOR CBI:** Please note that this is a conditional agreement where Participants are hired for only a year limited to 1040 hours. After all necessary certification requirements are met (CPR and a trainer certification from the *Provider's List*), the Participant will be eligible to receive benefits in the form of monetary compensation. If a Participant is a former or current fitness industry professional, the Principal may waive this requirement and agree to compensate the Participant prior to receiving additional certification. Principal will initial here if this provision is waived: _____. The Participant's compensation comes to \$9.62 an hour and the Participant must complete up to 1040 hours within one year of the mutual parties signing of this contract. Upon qualifying for a salary, the Participant will collaborate with the Principal to set an agreed upon schedule to complete the required work hours. The Principal must be available to work for at least 10 hours a week during normal operating gym hours (8am – 5pm). Work activities that will be scheduled are as follows:

➔ **Gym Client Registration:** The Participant will be scheduled to sit at the gym desk to register new clients and assist with gym operations as assigned. These hours will be documented on the Participant's timesheet and paid

for by the grant at the rate of \$9.62 an hour. It is required that the gym have a registration staff member present between 8am to 6pm Monday through Saturday. The Principal will work with the Participant to determine which hours are best scheduled to be a portion of this obligation. While conducting registration at the gym, it will be vital that the Participant be working on additional activities during "down time" including one or more of the following:

- **Cleaning the Gym:** The gym must be cleaned at least once in the morning and once in the afternoon. Ideal times for the cleaning are 8am-9am and 3pm-4pm. This entails cleaning the equipment, bathrooms, mirrors, carpet, wiping down the machines, water replacement, and ensuring all machines/appliances are functioning. TV's must also be checked for functioning along with the daily walk through list as will be made available by the Principal. The parking lot must also be checked for trash pickup and needed clean-up at these times. The gym needs to be maintained regularly such as replacing light bulbs, paint touch-ups, fixing things when needed, trimming carpet, etc.
- **Working on the Start-up and Marketing of your own Personal Training or Fitness Business:** If the Participant succeeds at increasing his/her income to no less than \$20,000 a year, the grant will have met its goals. To support the Participant in starting up and promoting ones business, the Principal will apply grant funds (at its discretion) to pay for the following marketing and business materials: a small box of business cards, the cost to incorporate as an LLC through the state of New Mexico (or sole proprietorship), and 200 flyers promoting the gym and the Participant. The Participant must incorporate as either a New Mexico/other state corporation or a sole proprietorship within one year of the mutual parties signing of this contract. Note that a *Business Start-up Education List* is enclosed in this document and thus is provided to the Participant. The Participant must spend at least 40 hours of his/her time to complete as many classes as possible on the list to further one's education and business knowledge in the fitness industry. The Participant will be compensated at the hourly rate to do so.
- **Gym Marketing:** As requested by the Principal, the Participant will be asked to disseminate marketing materials to the community and conduct outreach to promote his/her business and the gym.

NOTE THAT PERSONAL TRAINING IS NOT ALLOWED TO OCCUR DURING ANY TIME BEING SPENT ON THE ABOVE ACTIVITIES (REGISTRATION, CLEANING, BUSINESS START-UP, GYM MARKETING).

➤ **Providing FREE Personal Training or Fitness Classes for Gym Lou's Clients:** As a Participant, you will be expected to provide no less than 25 slots of personal training or fitness class instruction at no cost to Gym Lou clients (confirmed paid members). This is only for the months that you work for the gym while you are completing the compensated hours. You will be assigned times to fulfil these slots by the Principal. If the Principal does not have 25 slots available to assign in a month, the Participant is not required to meet the 25 slot obligation. New Gym Lou's members will be eligible for two free training sessions a year. When providing this no cost service (no cost to the member), the **PARTICIPANT SHALL CHARGE 2 HOURS FOR HIS/HER TIME PER EACH SLOT TO THE PRINCIPAL.** In other words, the Participant will be paid for 2 hours (double) for each free training slot. Free training slots are 45 minutes in duration not inclusive of prep and follow up time. Until the Principal's facilities are expanded, an alternative site may need to be secured by the Participant and/or Principal to conduct these free trainings or group fitness activities as called for and assigned by the Principal. These sites could include: outdoor parks, Team 4 Corners gym, client's home, and other facilities as agreed upon by both the Principal and the Participant. Note that the Gym Lou's facility cannot currently hold more than two trainers working at any one time. It is the Participant's responsibility to mark one's schedule on the master calendar and collaborate with other trainers to ensure your schedules do not exceed this requirement. Client cancellations must be marked 24 hours in advance so another trainer may have the option to fulfil the slot.

➤ **Providing Personal Training for your Own Clients:** This will be an opportunity for the Participant to make additional income beyond his/her \$9.62 an hour. In order to use the gym free of cost for the Participant's own personal training, the Participant will be limited to providing only 10 compensated personal training sessions a month at the Gym Lou facility. Additional compensated training can occur off the Gym Lou facility site with the understanding that the Participant will encourage his/her clients to become a member of Gym Lou's during these sessions. Offsite Gym Lou compensation beyond what a Participant collects from his/her clients should be discussed with the Principal's designee and incorporated into one's compensation and work schedule. For these 10 monthly onsite and agreed upon number of offsite compensated sessions, the Participant will bill for one hour of his/her time to the Principal at the rate of \$9.62 and the Participant will be responsible for collecting any additional fees for training directly from the Participant's client based on whatever rate the Participant

416 W. Broadway
Ground Floor
Gymulous.com
505.592.3845

establishes. This applies only for the months that the Participant is working to complete the compensated hours. The Participant agrees that all income will be reported to Gym Lou's on the Participant's timesheet from the 10 sessions and any additional sessions the Participant provides outside of the program compensated sessions regardless of location. The Principal must have the accurate dollar figures to demonstrate to the grantor that the Train 10 program is responsible for generating jobs and income raises (this is the ultimate goal of the grant). If the Participant provides paid training beyond the 10 paid sessions per month **AT THE GYM LOU FACILITY**, he/she must pay a \$168 per month usage fee to Gym Lou's. Note that the Gym Lou's facility cannot currently hold more than two trainers working at any one time. It is the Participant's responsibility to mark one's schedule on the master calendar and collaborate with other trainers to ensure schedules do not exceed this requirement. Client cancellations at the Gym Lou's facility must be marked 24 hours in advance so another trainer may have the option to fulfil the slot.

- **Classes:** If a Participant is certified and ready to teach a class, the Participant shall charge double the \$9.62 hourly rate for that class. Upon certification (only), the Participant may also charge double the rate when providing personal training. If not certified, the Participant is not approved to charge the double rate. The public's membership to the gym includes free access to any classes offered. Classes will not be offered with a day pass, a two-day trial period, or for non-members. Members may tip the instructor of any class but are not obligated to do so and shall not be asked to pay any additional fees.

POLICIES AND PROCEDURES. All work performed within the scope of this Contract must fully comply with the Principal's Policies and Procedures (this includes current and future policies and procedures of the Principal).

REPORTING. The Train 10 Participant shall submit timesheets to the Principal for his/her work that has been completed during the preceding two weeks based on the Principal's payroll schedule. The Principal shall pay to the Train 10 Participant the set compensation within two weeks after receipt of the timesheet. The Train 10 Participant shall maintain complete and accurate accounting records, in a form in accordance with sound accounting practices, to substantiate its invoices. Such records shall include payroll records, job cards, attendance cards, receipts of purchases related to an assignment, and job summaries. The Train 10 Participant shall retain such records for one year from the date of final payment under this Contract.

TERM. This Contract shall commence on _____ (enter today's date) and shall remain in effect until within one year of the mutual parties signing of this contract with the loyalty provisions continuing for a period of 5 (five) years after termination. The confidentiality of business records requirements shall also be in effect during the term of the Contract and for 5 years after termination. Upon any termination of this Contract, the Train 10 Participant shall deliver (at the Train 10 Participant's expense) to the Principal all written or descriptive matter which has been developed, maintained, or copied by the Train 10 Participant in furtherance of this Contract, or which may contain Confidential Information (as defined below); including, but not limited to drawings, files, lists, plans, papers, documents, tapes, and/or any other such media. The Participant agrees to provide any and all financial records of his/her fitness services and income at the request of the Principal for a period of up to 5 years from the termination of this Contract. The Participant must comply with these requests for information within 2 business days. If information is not provided by the Participant and/or if the Participant does not attend work as scheduled and complete job assignments, he/she will be subject to reimbursing the Principal for all salary and fees related to this Contract.

CONFIDENTIAL INFORMATION.

(a) For the purposes of this Contract, the term "Confidential Information" means all information disclosed to, or acquired by, the Train 10 Participant, its employees or agents in connection with, during the term, and after the termination of this Contract which relates to the Principal's (and the Principal's clients' and/or vendors) past, present and future developments, systems, services, operations, business models and business activities, and client and vendor lists and contacts including without limiting the generality of the foregoing:

- All items and documents prepared for, or submitted to, the Principal and/or the Principal's clients and/or the Principal's vendors and staff;
- But shall not include any information which was known to the Train 10 Participant, its employees or agents prior to the date hereof, or which was publicly disclosed otherwise than by breach of this Contract.

(b) The Train 10 Participant acknowledges that pursuant to the performance of its obligations under this Contract, it may acquire Confidential Information. This is inclusive of the names, contacts, and financial information of Gym Lou members. The Train 10 Participant covenants and agrees, during the Term and beyond the termination of this Contract, to hold and maintain all Confidential Information in trust and confidence for the Principal and not to use Confidential Information other than for the benefit of the Principal. The Train 10 Participant acknowledges that the Principal may have non-disclosure obligations to its clients and vendors and that the terms of those Contracts and those obligations are to be followed by the Train 10 Participant without exception.

(c) Except as authorized in writing by the Principal, the Train 10 Participant covenants and agrees not to disclose any Confidential Information, by publication or otherwise, to any person other than those persons whose services are being rendered. The Train 10 Participant shall obtain similar covenants and Contracts of its staff and contractors for the benefit of the Principal.

(d) The Train 10 Participant shall secure all such written or descriptive matter in locked or secured files at all times (including during and after the life of this contract) to prevent their loss or unauthorized disclosure.

RIGHTS IN DATA.

(a) All of the items prepared for or submitted to the Principal under this Contract (the "Items") shall belong exclusively to the Principal. The Train 10 Participant hereby assigns to the Principal the ownership of copyright of the Items and all other rights related to the items. The Principal shall have the right to obtain and hold, in its own name, copyrights, registrations, and similar protection which may be available as to the Items. The Train 10 Participant shall give the Principal or its designees all assistance reasonably required to perfect such rights.

(b) The Train 10 Participant may have the right to publish information resulting from its performance under this Contract in a manner which preserves the Principal's copyright and other rights in the Items, after obtaining the Principal's prior written approval, which approval shall not be unreasonably withheld; provided that any such approval may be conditional upon reasonable alterations or deletions to ensure that Confidential Information is not published. The Train 10 Participant agrees to delay publication of any Item which the Principal has decided to, or is in the process of deciding to, seek patent or copyright protection for a period not to exceed six (6) months from the date that such material is disclosed to the Principal for approval.

(c) No license or right is granted to the Train 10 Participant either expressly or by implication, estoppel, or otherwise, to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of the confidential information, except pre-existing materials of the Train 10 Participant and material given to the Participant for work activities assigned by the Principal, either during the Term or at any time after termination of this Contract.

LOYALTY PROVISIONS: NO CONFLICTS OF INTEREST; NON-COMPETITION / NON-SOLICITATION

The Parties further agree as follows:

Non-Competition. The Train 10 Participant acknowledges that in the course of this Contract, he or she will acquire confidential information and knowledge that is valuable about the Principal's business and that he or she will acquire confidential knowledge of and contact with clients, employees, affiliates, vendors, and suppliers of the Principal. The Train 10 Participant acknowledges that the monies paid by the Principal pursuant to this contract include valuable consideration for these Loyalty Provisions of this Contract. The Train 10 Participant hereby agrees as follows:

Non-Piracy / Non-Solicitation of Principal's Clients (defined as current and prior and future Gym Lou members). The Train 10 Participant will not, for a period of five (5) years after termination of this Contract and during the life of this Contract, directly or indirectly, approach, entice, solicit or accept or respond to the solicitations of and/or communicate with any current or former client, current or former staff member and/or contractor of the Principal, and/or current or former business partner (including vendors and current/former/future gym members) of the Principal or its Affiliates for the purpose of providing services similar to the services provided by the Principal unless discussed first with the Principal and approved in writing. The Train 10 Participant agrees not to enter into any relationship with the Principal's members or vendors which would create a Conflict of Interest with the Principal or its Affiliates – unless approved to do so in writing by the Principal. If a trainer brings a customer to Gym Lou's for whatever purpose and that customer either signs up as a member of the gym or chooses not to sign up as a member, the trainer has full rights in opportunity to solicit that customer to receive fitness services at any other facility and capacity one chooses. Trainers should not purposely and out rightly solicit Gym Lou's members who were **introduced to the trainer by Gym Lou's staff or at the gym**. If the trainer decides to train at another facility either during or outside of this contract, the trainer agrees to not directly solicit a member (introduced to him or her by the gym or at Gym Lou's) to leave Gym Lou's and receive training outside of the Gym Lou's facility. For example, if a trainer were to decide to train full time at Defined, the trainer is not allowed to directly send out a mass email to Gym Lou's customers encouraging them to train somewhere else – or directly contact the member. If a trainer leaves and provides services offsite, Gym Lou's staff will be more than willing to let customers know the location where that trainer is providing services. If the Gym Lou's **customer seeks** the services of the trainer outside of the Gym Lou's facility, Gym Lou's has no issue with that and will not consider that a breach of contract. In other words, it must be the customer who approaches the trainer to request services. The full intent and the purpose of this part of the contract is, therefore, to prevent direct advertising and/or solicitation of Gym Lou's members who were introduced to the trainers by Gym Lou's to leave Gym Lou's and to seek services somewhere else

Non-Privacy / Non-Solicitation of Train 10 Participants/Staff/Contractor/Providers. For a period of five (5) years after termination of this Contract and during the life of this Contract, the Participant will not directly or indirectly approach, solicit, entice, communicate with, or attempt to approach, solicit, communicate with, or entice any of the other current or former or

future Train 10 Participants/Staff/Contractors/Providers of the Principal or its Affiliates to work with or for the Train 10 Participant in any endeavor or business or undertaking for the purpose of providing services similar to the services provided by the Principal unless discussed first with the Principal and approved in writing.

Notification of Principal of Client Vendor and Competitor Contacts: The Train 10 Participant shall notify the Principal, in writing, of all contacts made by gym members or vendors or former members or vendors of the Principal during the term of this Contract and for a period of five (5) years after termination. The Participant shall notify the Principal of all contacts by competitors of Principal, individuals or entities offering similar services during and beyond the term of the Contract for five (5) years. The Train 10 Participant shall not perform services for any competitor and for any current or former or future gym member/client of the Principal, during the term of this Contract without written approval of the Principal.

RESPONSIBILITIES UPON TERMINATION. This contract shall automatically terminate within one year of the mutual parties signing of this contract unless extended by both Parties in writing. Upon termination of this Contract, the Participant shall return to Principal the following Items:

-ALL contract information for Train 10 Participants pending projects including e-mail addresses and mailing addresses for all clients, primary contacts, and other contacts involved in fitness or training activities in any way associated with the Train 10 program.

-ALL reports the Participant has generated and/or submitted to the Principal's clients and/or funders for all current and past projects.

-In addition to forwarding the information and documentation listed above, the Participant shall forward ANY AND ALL correspondence sent to the Participant in the future by the Principal's clients, vendors, and/or other independent contractors.

RESTRICTIONS REASONABLE. The Train 10 Participant acknowledges that all restrictions in this Contract are reasonable and hereby waives all defenses to its enforcement by the Principal. In the event that any provisions of this Contract shall be deemed void or invalid, the remaining provisions shall remain in full force and effect. In addition and in the event any restrictions are deemed to be void or invalid, the Participant hereby confers upon any court or arbitrator the power to replace such void or invalid provisions with such other enforceable and valid provisions to effectuate the goal of enforcing loyalty, avoiding conflicts of interest, non-piracy, non-solicitation and non-competition in a Contract that shall be as near as possible to the original restrictions to effectuate the letter and the spirit of the original restriction.

IRREPARABLE HARM. The Participant acknowledges that breach of the terms and conditions of this Contract may cause irreparable harm to the Principal, which may not be compensable by monetary damages alone. In addition, financial damages may be difficult to ascertain or estimate. Accordingly, the Participant acknowledges that a breach of the terms and conditions of this Contract shall be sufficient grounds for the granting of appropriate injunctive relief to enforce this Contract by a court of competent jurisdiction.

WARRANTIES. The Participant represents and warrants as follows:

(a) That it is under no obligation or restriction, nor will it assume any such obligation or restriction, which would in any way interfere or be inconsistent with, or present a Conflict of Interest concerning the services to be furnished by it under this Contract.

(b) That all Items delivered to the Principal pursuant to this Contract are original or public domain and that no portion of such items, or their use or distribution, violates or is protected by any copyright or similar right of any third party.

(c) That any information disclosed by the Participant to the Principal is not confidential and/or proprietary to the Participant and/or any third party.

DISCLOSURES. Notwithstanding any other provision of this Contract, the Participant shall have no right to use the Trade Marks or Trade Names of the Principal or to refer to this Contract, the services, customers, clients, other contractors, providers, staff or consultants directly or indirectly, in connection with any product, service, promotion, or publication without the prior written approval of the Principal.

NOTICES. All notices, requests, demands or other communications required by this Contract by either of the Parties shall be accomplished by way of personal delivery or by mail and/or email. Any notice or communication mailed shall be deemed to have been given and received on the fifth business day next following the date of its mailing.

PARTICIPANT'S CONTRACT WITH ITS EMPLOYEES AND CONTRACTORS. The Participant will have an appropriate Contract with each of its employees or others whose services it may use, which contract shall be sufficient to enable it to comply with all of the terms of this Contract.

COMPLIANCE WITH LAWS. The Participant agrees that it will comply with all applicable laws, ordinances, regulations, and codes in the performance of its obligations under this Contract, including the procurement of permits and certificates where required. The Participant further agrees to hold harmless and indemnify the Principal against any loss or damage to include reasonable

attorney fees that may be sustained by reason of the failure of the Participant or its employees, agents or subcontractors to comply with such laws, ordinances, regulations, and codes.

ENTIRE CONTRACT. This Contract sets forth the entire Contract between the Parties in connection with the subject matter hereof. No alteration, amendment, or qualification of this Contract shall be valid unless it is in writing and is executed by both of the Parties.

SEVERABILITY. If any paragraph of this Contract or any portion is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, such unenforceability or invalidity shall not invalidate the whole Contract, but the Contract shall be construed as if it did not contain the particular provision held to be invalid. Any loyalty provision, anti-piracy, non-compete or non-solicitation clause that is invalidated shall be replaced with an enforceable loyalty, anti-piracy, non-compete or non-solicitation clause in a form as near to the original restriction as may be possible to effectuate the letter and spirit of the restriction.

FURTHER ASSURANCES. The parties covenant and agree that each shall and will, upon reasonable request of the other, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of the this Contract.

SUCCESSORS AND ASSIGNS. The Participant shall not assign this Contract or any interest in it or subcontract the performance of any services without the prior written consent of the Principal. This Contract may be assigned by the Principal without the Participant's consent and the assignee shall have the rights and obligations of the Principal. This Contract shall inure to the benefit of and be binding on the heirs, executors, administrators, successors, and permitted assigns of the Parties hereto.

GOVERNING LAW AND FORUM. This Contract shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties acknowledge that material acts related to this Contract are based in or are being performed in the State of New Mexico, and the Parties further explicitly agree that the only appropriate forum for filing litigation is New Mexico, with the laws of New Mexico governing all legal issues arising in potential litigation.

RELATIONSHIP. The Participant shall perform the services described in this Contract and as assigned by the Principal as an independent contractor. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture, or relationship of Principal and Participant as an employer and employee between the Parties or to provide either Party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party. The Participant also agrees that it will not hold itself out as an affiliate of or partner, joint venturer, co-principal or co-employer with the Principal, by reason of the Contract (unless at the request of the Principal) and that the Participant will not knowingly permit any of its employees, agents, or representatives to hold themselves out as, or claim to be, officers or employees of the Principal by reason of this Contract. In the event that the Principal is adjudicated to be a partner, joint venturer, co-principal, or co-employer of or with the Participant, the Participant shall indemnify and hold harmless the Principal from and against any and all claims for loss, liability, or damages arising there from.

GENERAL GYM USAGE TERMS

By signing this Contract, the Participant will accept and will adhere to the following terms and conditions while using the Principal's gym and facilities...

- ACCESS FEES.** For the Participant who qualifies for the \$168 a month fee by providing 10 or more paid personal training and/or group fitness sessions in one month's time at Gym Lou's, any money paid to Gym Lou's is final. Money generated from Gym Lou's access/other fees are dedicated to funding Capacity Builders Inc., a nonprofit that administers economic development and youth service programs in the Four Corners' area.
- DEFAULT/REMEDIES.** If the Participant qualifies for the \$168 a month fee by providing 10 or more paid personal training and/or group fitness sessions in one month's time at the Gym Lou's facility, no access will be allowed to the gym until this fee is collected.
- MEMBERSHIP ACCESS.** Participants will be issued an access card, which will entitle them to enter the premises and enjoy the use and benefit of the facilities of Gym Lou's (collectively, the "facility"). General public participants agree not to allow any other person(s) access to the facility using their access card or other means - and they will not allow any non-participant to enter the facility along with their access. Train 10 Participants are limited to no more than 3 clients having access to the facility at any one time. All clients must be paid members of the gym. These clients must be accompanied by the Participant at all times. All Train 10 Participants - regardless of participation type - agree to safeguard the access card. Should the Participant violate any conditions of facility access, his/her access may be revoked with no refund and criminal prosecution may be applicable. Any lost access cards must be reported to the Principal immediately. Replacement cards will be subject to a replacement fee.

4. FACILITY AND HOURS OF OPERATION. The facility is an unmanned fitness center and, with the exception of any closures for maintenance or mandatory shutdowns by property management/other, is open twenty-four (24) hours, three hundred sixty-five (365) days a year.

5. RELEASE AND WAIVER OF LIABILITY. Participant recognizes that there are hazards and risks connected with physical fitness and fitness training. These risks include, but are not limited to: abnormal blood pressure, fainting, heart disorders, heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain, and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death. Participants agree to defend, indemnify, and hold Gym Lou's harmless against any loss, damage, and/or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of the Participant. Participant further agrees to release Gym Lou's and its owners, board, officers, agents, employees, and/or affiliates from any and all liability arising out of injury to the Participant and further agrees to defend, indemnify, and hold Gym Lou's, its owners, board, officers, employees, and/or affiliates free and harmless from same. Participant acknowledges that surveillance cameras are in use for the protection of the facility, its equipment, and its participants. Participant hereby consents to being photographed and/or recorded for such purposes.

6. RULES AND REGULATIONS. Participant acknowledges that Gym Lou's operates under rules and regulations established for the safety and protection of its participants, and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by the Principal. Facilities, equipment, hours, service, regulations, and policies are subject to change without prior notice and at the sole discretion of the Principal. The Train 10 Participant agrees to accept these change(s) and additionally agrees to the following:

- a. Under no circumstances shall the Participant move exercise equipment or use the equipment in any manner not authorized by the Principal. Equipment damaged from noncompliance of these and other terms will result in the Participant paying for the equipment repair.
- b. All equipment shall be wiped down by the Participant or Participants' clientele after each use, with the supplies provided by the Principal.
- c. Facility access is for the Participant, and Participant only, and Participant will not give access to another individual unless that individual is a paid member of the gym.
- d. Participant will not misuse the gym equipment.
- e. All Participants must be at least eighteen (18) years of age, unless otherwise authorized by the Principal.
- f. Participants shall conduct themselves in a quiet, well-mannered fashion so as not to cause any disturbance which may interfere with the use and enjoyment of the facility by any other participant. Profanity or indecent language and/or behavior will not be tolerated. Any conduct deemed by the Principal, in its sole discretion, to be offensive, potentially harmful, inappropriate, dangerous, and/or abusive will not be tolerated, and shall be grounds for termination of the Participant's access by the Principal.
- g. The Principal shall not be responsible for any lost or stolen or damaged items.
- h. Participant and his/her clients should not occupy any equipment for an extended period of time. Participant should allow others waiting to use such equipment to access the facilities.
- i. The climate of the facility is controlled by Gym Lou's and is set to provide the optimum exercise environment for the majority of its members. Participant shall not change or seek to change any environmental controls including the propping open of doors and windows.

7. PROHIBITED ACTIVITIES. Alcohol, drugs, and smoking are prohibited within the Principal's facility. Participant agrees not to use the facility or engage in any activity at Gym Lou's while under the influence of drugs, alcohol, or medication that may impair one's ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming, and/or audio recording are permitted within the facility without the express written consent of the Principal. Gym Lou's reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the facility. Gambling or gaming is prohibited within the facility or on the premises.

8. DRESS/TOWEL POLICY. The Principal requires that Participants wear appropriate clothing and footwear while in the facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear, and sweat outfits. Participant agrees to have a cloth towel during workouts to protect and clean the equipment after use.

IN WITNESS WHEREOF the Parties have executed this Contract as of _____ (date)

Train 10 Participant, individually and as _____ (title)

on behalf of LLC, INC or "doing business as": _____ date: ___/___/___

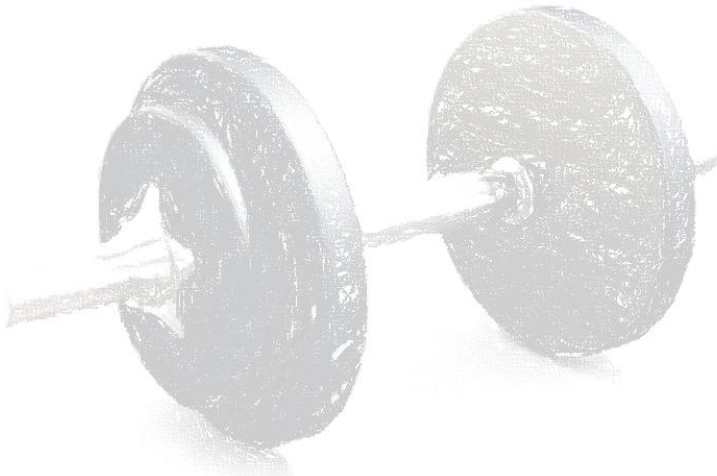
G E T H O T.

Gym Lou's

24 hour fitness

Participant Signature: _____ date: __/__/__

Principal Signature: _____ date: __/__/__



Train 10 Time Sheet

STAFF NAME:	NUMBER OF HOURS CONTRACTED TO WORK PER WEEK:
TITLE: TRAIN 10 PARTICIPANT	SUPERVISOR:

WEEK 1

DATE	START TIME	END TIME	DAILY HOURS***	PAY RATE PER HOUR	TOTAL DAILY COMP
RATE PER HOUR IS ROUNDED- TOTAL AMOUNT DIVIDED BY 26				WEEKLY TOTAL:	

*Overtime is not allowed. This category should never equal more than 8 hours**Please mark "S" for sick days on those days missed***Please mark "V" for vacation days on those days missed
****Please mark "PH" for paid holidays for those days missed

- How many hours of FREE personal training did you provide to Gym Lou's clients in this payroll period? _____
- How many hours of paid personal training did you provide to your own clients in this payroll period? _____
- How many hours of business education did you complete during this payroll period? _____
- Have you obtained your LLC or sole proprietorship yet? Yes _____ (make sure the gym has a copy of this) No _____
- How much income did you make providing fitness services outside of your Gym Lou's compensation during this payroll period? _____
- Are you eligible for any incentives or reimbursements? If so, please attach evidence, request forms, and receipts. Note that prior written approval must be secured by the Program Director in order to qualify for any reimbursements. Please also attach such approval.

STAFF SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:

Participant Work Schedule

PARTICIPANT NAME:	NUMBER OF HOURS CONTRACTED TO WORK PER WEEK:
-------------------	--

Service Categories		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Gym Client Registration/ Back Desk	Complete trainer certification							
	Gym and parking lot cleaning 1hr. Slot 8am and 3pm							
	Working on the start-up and marketing of your own personal training or fitness business							
	Gym Lou's marketing							
Free personal training and fitness classes for Gym Lou's members. *								
Personal training and fitness classes for your own clients. *								

STAFF SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:

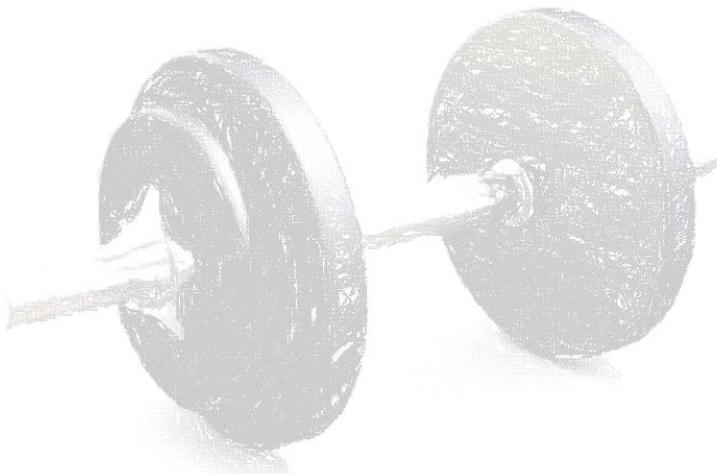


Trainer Certification

Provider's List

Courses	Cost	Prerequisites	Duration of Certification
<i>ACE Personal Training Certification</i>	\$599	18 Years Old, CPR and AED certification (online courses not accepted)	2 years
<i>Zumba</i>	\$225	18 years old, purchase program, pass qualification test with 80%.	2 years
<i>Insanity</i>	\$249	18 years old, purchase program, pass qualification test with 80%.	2 years
<i>Piyo Strength</i>	\$185	18 years old, purchase program, pass qualification test with 80%.	2 years
<i>TRX</i>	\$295	18 years old, purchase program, pass qualification test with 80%.	2 years

CPR Certification is also required of all Participants. Please see your Gym Lou designee for recommendations on the most efficient programs to accomplish this requirement. All CPR trainings and any certifications you may obtain must have a combined cost of under \$650 for the program to cover the expense.



Business Start-up Education List

Courses and Description	Cost	Place Offered	Dates Offered
<p><i>Start Your Own Business</i> Learn how to take your dream of starting a business and put it into action. In this class, you'll learn everything you need to know about starting a business. You'll begin by discovering the tricks to picking the right opportunity for you. Next, you'll learn how to develop proven marketing techniques to easily build sales. Finally, you'll learn easy-to-implement employee-management</p>	\$95	San Juan College 200 hrs self-paced	To be determined
<p><i>Business Development for the Club Fitness Professional</i> Have a better understanding of the club fitness environment and profession. Understand professionalism and boundaries as they relate to the health club environment. Understand and be able to implement specific, intentional, and effective price presentations. Have the ability to address and overcome the four most common client objections. Realize the importance of strategy in numbers when planning for professional success.</p>	\$167	Online by National Academy of Sports Medicine	Once registered for it, participant can take it within the given time frame.
<p><i>Small Business Guide</i> This course will guide you on the main requirements of the regulations so that a business can develop a strategy for compliance. This course will also provide guides on how to protect the intellectual property of the business, the types of insurance a business must generally have in place, and sources of funding.</p>	\$35 – no certificate \$60 – CEU Certificate	Online by Universal Class	Once registered for it, participant within the given time frame. Participant has to commit 11 contact hours to complete this course.
<p><i>Internet Marketing Basics</i> This course covers basics such as building a social network for your business, B2B relationships, implementing SEO (search engine optimization), marketing, etc.</p>	\$35 – no certificate \$60 – CEU Certificate	Online by Universal Class	Once registered for it, participant within the given time frame. Participant has to commit 11 contact hours to complete this course.
<p><i>Marketing for Small Business</i> This course offers fresh insights to many marketing ideas and help you create your marketing plan. Your new company's ability to withstand the test of time and the challenges of our fluctuating economic word will prove this course to be a well spent investment.</p>	\$45 – no certificate \$70 – CEU Certificate	Online by Universal Class	Once registered for it, participant within the given time frame. Participant has to commit 14 contact hours to complete this course.
<p><i>Fundamentals of Business Management</i> This course offers disciplines and levels in business management, financial management, legal and regularity compliance issues as well as human resources and personnel issues. This course also covers management fundamentals such as sales cycle, customer relationships and pricing, marketing functions, accounting principles and practices and inventory control. On</p>	\$45 – no certificate \$70 – CEU Certificate	Online by Universal Class	Once registered for it, participant within the given time frame. Participant has to commit 11 contact hours to complete this course.

the last part of the course you will learn taxes and information technology.			
Courses and Description	Cost	Place Offered	Dates Offered
<p><i>Start Your Own Business</i></p> <p>Learn how to take your dream of starting a business and put it into action. In this class, you'll learn everything you need to know about starting a business. You'll begin by discovering the tricks to picking the right opportunity for you. Next, you'll learn how to develop proven marketing techniques to easily build sales. Finally, you'll learn easy-to-implement employee-management</p>	\$95	San Juan College 200 hrs self-paced	To be determined
<p><i>Business Development for the Club Fitness Professional</i></p> <p>Have a better understanding of the club fitness environment and profession. Understand professionalism and boundaries as they relate to the health club environment. Understand and be able to implement specific, intentional, and effective price presentations. Have the ability to address and overcome the four most common client objections. Realize the importance of strategy in numbers when planning for professional success.</p>	\$167	Online by National Academy of Sports Medicine	Once registered for it, participant can take it within the given time frame.
<p><i>Small Business Guide</i></p> <p>This course will guide you on the main requirements of the regulations so that a business can develop a strategy for compliance. This course will also provide guides on how to protect the intellectual property of the business, the types of insurance a business must generally have in place, and sources of funding.</p>	\$35 – no certificate \$60 – CEU Certificate	Online by Universal Class	Once registered for it, participant within the given time frame. Participant has to commit 11 contact hours to complete this course.
<p><i>Internet Marketing Basics</i></p> <p>This course covers basics such as building a social network for your business, B2B relationships, implementing SEO (search engine optimization), marketing, etc.</p>	\$35 – no certificate \$60 – CEU Certificate	Online by Universal Class	Once registered for it, participant within the given time frame. Participant has to commit 11 contact hours to complete this course.
<p><i>Marketing for Small Business</i></p> <p>This course offers fresh insights to many marketing ideas and help you create your marketing plan. Your new company's ability to withstand the test of time and the challenges of our fluctuating economic word will prove this course to be a well spent investment.</p>	\$45 – no certificate \$70 – CEU Certificate	Online by Universal Class	Once registered for it, participant within the given time frame. Participant has to commit 14 contact hours to complete this course.
<p><i>Fundamentals of Business Management</i></p> <p>This course offers disciplines and levels in business management, financial management, legal and regularity compliance issues as well as human resources and personnel issues. This course also covers management fundamentals such as sales cycle, customer relationships and pricing, marketing functions, accounting principles and practices and inventory control. On the last part of the course you will learn taxes and information technology.</p>	\$45 – no certificate \$70 – CEU Certificate	Online by Universal Class	Once registered for it, participant within the given time frame. Participant has to commit 11 contact hours to complete this course.

Webinars

Building a Business: Marketing: Creating and Keeping Customers: Covers principles of marketing, including using the internet and social media

<http://podcasts.ox.ac.uk/building-business-marketing-creating-and-keeping-customers>

Building a Business Negotiation Skills: Covers effective approaches on negotiation

<http://podcasts.ox.ac.uk/building-business-negotiation-skills>

Building a Business Entrepreneurship and the Ideal Business Plan: Covers business vision and ideal business plan

<http://podcasts.ox.ac.uk/building-business-entrepreneurship-and-ideal-business-plan>

Building Evaluating a Venture Idea: Discusses how to evaluate venture ideas, entrepreneurial leadership and how to seize opportunities

<http://podcasts.ox.ac.uk/building-business-evaluating-venture-idea>

Building a Business: Marketing and Product Development: Discusses marketing and developing products or services

<http://podcasts.ox.ac.uk/building-business-marketing-and-product-development>

Building a Business: Managing People, Managing Teams: Discusses managing people and teams

<http://podcasts.ox.ac.uk/building-business-managing-people-managing-teams>

Building a Business: Taking the First Steps: Company Basics: Discusses sustainable business globally.

<http://podcasts.ox.ac.uk/building-business-201213-taking-first-steps-company-basics>

Building a Business: Protecting your Ideas: Intellectual Property: Discusses intellectual property

<http://podcasts.ox.ac.uk/building-business-201213-protecting-your-ideas-intellectual-property>

Building a Business: From Business Models to Business Plans: Discusses how to create business plans and models

<http://podcasts.ox.ac.uk/building-business-201213-business-models-business-plans>

Building a Business: Marketing and Product Development: Discusses how to do effective and efficient marketing and product development

<http://podcasts.ox.ac.uk/building-business-201213-marketing-and-product-development>

Building a Business: Raising Capital, Doing Deals

<http://podcasts.ox.ac.uk/building-business-201213-raising-capital-doing-deals>

Building a Business: Understanding Financial Control

<http://podcasts.ox.ac.uk/building-business-201213-understanding-financial-control>

Building a Business: Be a New Kind of Leader, Fit for the 21st Century: Discusses leadership techniques

<http://podcasts.ox.ac.uk/building-business-201213-be-new-kind-leader-fit-21st-century>

Building a Business: Creating an Innovative, Compelling and Sustainable Business

<http://podcasts.ox.ac.uk/building-business-201213-creating-innovative-compelling-and-sustainable-business>

Young Entrepreneurs an Essential Guide to Starting Your Own Business: Discusses fundamentals of entrepreneurialism, delves into the 'must do' steps involved in starting a business, and explores the many entrepreneurial support resources, both online and in the community that can provide invaluable help, as you start to grow your new venture

<http://www.sba.gov/tools/sba-learning-center/training/young-entrepreneurs-essential-guide-starting-your-own-business>

How to Write a Business Plan: This course explains the importance of business planning, defines and describes the components of a business plan, and provides access to sample plans and resources that can help develop a very good business plan

<http://www.sba.gov/tools/sba-learning-center/training/how-write-business-plan>

Introduction to Franchising: This course presents an overview of franchising, as well as how to determine if franchising is right for you, and how to choose the right one

<http://www.sba.gov/tools/sba-learning-center/training/introduction-franchising>

Native American Business Primer: This course is designed to assist Native peoples who're thinking about starting business, or who are in the early stages of starting a business

<http://www.sba.gov/tools/sba-learning-center/training/native-american-business-primer>

Encore Entrepreneurs: An introduction to Starting your Own Business: This course is designed for individuals planning to start a business after earlier career endeavors

<http://www.sba.gov/tools/sba-learning-center/training/encore-entrepreneurs-introduction-starting-your-own-business>

Encore Entrepreneurship for Women: The introduction to business planning is directed to women who are interested in pursuing a career and launching their own business

<http://www.sba.gov/tools/sba-learning-center/training/encore-entrepreneurship-women>

10 Ways to Successfully Market your Business on a Shoestring

<http://www.bizlaunch.com/past-webinar-detail/10-ways-to-successfully-market-your-business-on-a-shoestring-budget/1658>

How to Get Started in Social Media

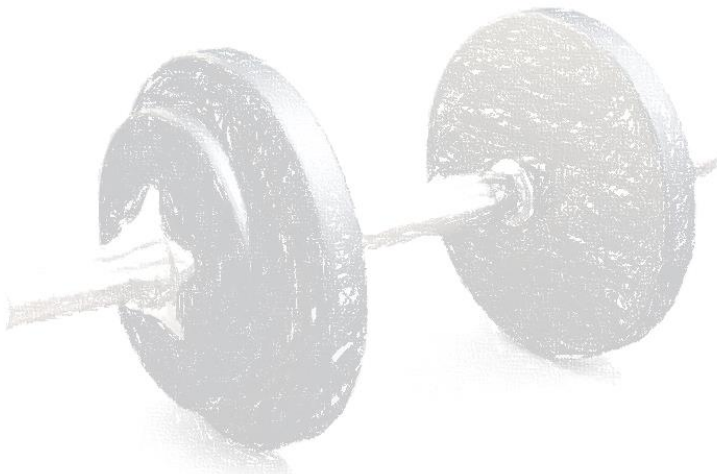
<http://www.bizlaunch.com/past-webinar-detail/how-to-get-started-in-social-media/1654>

How to Build a Successful Business – A Growth Strategy

<http://www.bizlaunch.com/past-webinar-detail/how-to-build-a-successful-business---a-growth-strategy/1649>

G E T H O T .

Gym Lou's
24 hour fitness



Summary of Participant
& Gym Lou Commitments

PARTICIPANT COMMITMENTS	GYM LOU'S COMMITMENT
<p>Complete Certification from the Trainer Certification Provider's List</p>	<p>Train the Participant on the Gym Registration System and Operations Protocol</p>
<p>Be CPR Certified</p>	<p>Provide Guidance and Answers to Questions as Needed</p>
<p>Work no More than 1040 Compensated Hours Within One Year which Includes:</p> <ul style="list-style-type: none"> • Gym Registration • Gym & Parking Lot Cleaning • Business Start Up • Gym Marketing 	<p>Assist Participant in Obtaining LLC or Sole Proprietorship and Pay for the Initial Business License Fee</p>
<p>Complete 40 Hours of Education from the Business Start-up Education List (compensated)</p>	<p>Provide Small Box of Business Cards</p>
<p>Obtain an LLC or Sole Proprietorship During Work Hours Within One Year</p>	<p>Provide 200 Promotional Flyers</p>
<p>Provide up to 25 training sessions per month free of cost to Gym Lou members (each session should be billed for 2 hours compensation).</p>	<p>Oversee Master Gym Schedule</p>
<p>Provide paid training sessions at the gym or offsite to your own clients (each session should be billed for 1 hour of compensation). If you provide more than 10 a month at Gym Lou's, you will be charged a \$168 monthly usage fee.</p>	
<p>Turn in Timesheet Every 2 Weeks</p>	
<p>Update Master Gym Schedule</p>	
<p>Report all Income Received Outside of Gym Lou's Compensated Hours</p>	
<p>Document and Report all Certifications and Fitness Related Work Activities In & Outside the Gym</p>	

