



INSTRUCTOR AGREEMENT

By signing this agreement, the instructor commits to only instruct WATERinMOTION® in licensed WATERinMOTION® facilities upon successful completion of WATERinMOTION® Instructor Training. The Training process includes the completion of the two-day training module, video assessment submission, and fulfillment of any further training suggestions made by official WATERinMOTION® trainers, assessors, or staff. This agreement shall be in force as of the date indicated below. The instructor shall not use the soundtrack provided except as choreographed and presented in conjunction with WATERinMOTION®; failure to meet the obligations of this agreement on the part of the instructor will result in the removal of the instructor from WATERinMOTION® instructor lists, and the surrender of the instructor's ability to receive future WATERinMOTION® releases.

COMMITMENTS AND OBLIGATIONS FOR WATERinMOTION®

- SCW Fitness Education holds exclusive rights to distribution and licensing of WATERinMOTION® as the owners of any and all associated intellectual property.
- SCW Fitness Education exclusively licenses facilities to carry out WATERinMOTION® classes.
- A primary aqua certification (from SCW Fitness Education, AEA, or the YMCA of the USA) is encouraged, though not required, to teach WATERinMOTION®.
- Instructor agrees to complete the entire training module and teach WATERinMOTION® only in facilities licensed to offer WATERinMOTION®.
- Instructor agrees to purchase the latest WATERinMOTION® release each quarter to maintain their status as a certified WATERinMOTION® instructor.
- Only after completion of this agreement, including training and video assessment, can an instructor be considered a certified WATERinMOTION® instructor.

The parties agree to the terms and conditions as attached to this Agreement.

Instructor Name (*Please Print*): _____

Instructor Signature: _____

Date of Training: _____

Location of Training: _____

WATERinMOTION® Trainer: _____

SCW Fitness Education Signature: _____

1. **CERTIFICATION:** When SCW Fitness Education deems that the instructor has satisfied all certification guidelines, the Instructor will be certified to instruct WATER*in*MOTION®.
2. **CLASSES:** Instructor may only conduct WATER*in*MOTION® classes:
 - a. In accordance to the terms listed herein
 - b. At a licensed WATER*in*MOTION® facility
3. **CERTIFICATION TRAININGS:** Instructor must attend and complete all components of the Certification Training as required by SCW Fitness Education and WATER*in*MOTION® trainers, assessors, and staff.
4. **INSTRUCTOR OBLIGATIONS:** Instructor guarantees:
 - a. Instruction techniques meet the high standards outlined in WATER*in*MOTION® training
 - b. Method of instruction is not likely to damage the presentation or reputation of WATER*in*MOTION® or SCW Fitness Education.
5. **SCW FITNESS EDUCATION | WATER*in*MOTION® OBLIGATIONS:**
 - a. SCW Fitness Education will maintain your certification as stated above.
 - b. SCW Fitness Education & WATER*in*MOTION® will guarantee your training is executed in accordance with SCW Fitness Education's high standards of professionalism
 - c. SCW Fitness Education will communicate with Instructors on a regular basis with information pertinent to WATER*in*MOTION®
6. **PURCHASE OF INSTRUCTIONAL MATERIALS & USAGE:**
 - a. In order for an instructor to maintain status as a current certified instructor, the instructor must purchase the most current release of the WATER*in*MOTION® music kit, or Wave. Alternatively, a licensed facility may purchase the materials on your behalf, provided that the licensed facility's purchase must be for an instructor's individual use only, and not for the use of any other instructor.
 - b. No materials within the music kit may be used for any other purpose other than conducting WATER*in*MOTION®. Instructors are prohibited from selling, distributing, copying, altering, or otherwise reproducing any of the recordings, literature, or material supplied by WATER*in*MOTION® or SCW Fitness Education.
7. **ACKNOWLEDGEMENT:** Instructor understands and agrees:
 - a. SCW Fitness Education owns the rights and maintains the terms governing the use of WATER*in*MOTION® and related intellectual property, the music kits and all other material related to WATER*in*MOTION®.
8. **DISSENTIMENT:** SCW Fitness Education reserves the right to immediately withdraw your certification without notice, or refuse to certify an instructor if:
 - a. The instructor fails to attend any portion of a WATER*in*MOTION® Certification Training;
 - b. The instructor fails to uphold the standards outlined within the educational material;
 - c. The instructor otherwise breaches any part of this agreement.
9. **TERMINATION:** This agreement may be terminated with or without cause at either party's sole discretion. A minimum of seven days notice of termination is required from either party. Should an instructor choose to withdraw their certification under this agreement, this agreement will be terminated immediately.
 - a. Upon termination, instructor agrees to immediately cease performing WATER*in*MOTION® classes, ceasing to use the music choreography, moves, educational material, and any and all recordings, literature, or other materials provided by WATER*in*MOTION® that remain in the instructor's possession or control.
10. **SPECIFIC PERFORMANCE & BREACH OF AGREEMENT:** Instructor agrees that specific performance and/or injunctive relief is likely to be the only satisfactory remedy to a breach of this agreement, and may be sought by SCW Fitness Education.
11. **INDEPENDENT CONTRACTOR:** Instructor is acting as an independent contractor, and not as an employee, partner, or agent of SCW Fitness Education and/or WATER*in*MOTION®.
12. **ISSUANCE OF AGREEMENT & AMENDMENTS:** SCW Fitness Education is the only party that may assign this agreement, which is binding for any successors and assigns. No amendment of this agreement will be effective unless it is in writing and signed by both parties: SCW Fitness Education and the instructor.
13. **FORCE MAJEURE & GOVERNING LAW:** Neither party is liable for a failure or delay in performing their obligations in this agreement if the cause of the delay is reasonably beyond control, and the best efforts of both parties are employed. The agreement is governed by the law of the State of Illinois, without regard to conflicts of laws or principles, and the parties submit to the jurisdiction of the courts in the State of Illinois.
14. **EXECUTION & COUNTERPARTS:** This agreement may be signed by fax or in counterparts or executed electronically.
15. **DEFINITIONS:** The following definitions shall apply in this agreement:
 - a. Agreement means this agreement; certified instructor means a certified WATER*in*MOTION® instructor; music kit includes all materials provided by WATER*in*MOTION®, including music, audio-visual footage, choreography, education notes and instructor manuals; intellectual property refers to the rights and interests, including common law rights and interests, created, developed, or used by SCW Fitness Education in relation to WATER*in*MOTION®, whether existing at the date of this agreement or subsequently created, developed or used by SCW Fitness Education.