

HEARTLIGHT AEROBICS, INC.
AGREEMENT FOR INDEPENDENT CONTRACTORS

WHEREAS, Heartlight Aerobics, Inc. desires to continue to conduct a Heartlight Aerobics Program (hereinafter referred to as the "Program") in San Diego County and possibly other counties in California; and

WHEREAS, Heartlight Aerobics, Inc. desires to utilize qualified independent contractors to provide the Program's services at specified locations in San Diego County and/or other counties in California.

WHEREAS, Heartlight agrees to:

- provide the names and location(s) of the persons and/or entities that have agreed to allow Heartlight Aerobics, Inc. to offer the Program at which independent contractor will provide the Program's services;
- provide a copy of the dance routines and music recorded on a CD for each session;
- provide training for each session via video tape or DVD;
- provide liability insurance which meets or exceeds that required by the **San Diego Unified School District** Board of Education;
- provide a copy of the Heartlight Directors Manual, including revisions, additions & updates; and
- file and pay income and sales tax on behalf of the Program, where applicable.

WHEREAS, SAMPLE CONTRACTOR, a qualified and independent contractor has offered to perform the services required for the Program.

WHEREAS, the independent contractor agrees to:

- continue to provide the Program at school sites that currently offer Heartlight;
- provide instructors to teach the Program;
- provide supplies and expenses for program operation at school sites managed
- compensate instructors for their services;
- ascertain that all instructors meet training, fitness, CPR, FBI, and other requirements as outlined in the Heartlight Instructors Manual;
- order all clothing & merchandise to be distributed in Heartlight classes from Heartlight Aerobics, Inc.;
- furnish complete registration and class lists prior to the end of each session; including instructor roster;
- keep all checking accounts, books and records in an acceptable accounting fashion. All books connected to this agreement are subject to periodic review;
- maintain or acquire ACE, AFAA, ACSM, or other approved Fitness Instructor Certification*
*or approved educational background & experience

NOW THEREFORE, Heartlight Aerobics, Inc. and SAMPLE CONTRACTOR, Independent Contractor, mutually covenant and agree to the following:

- 1) monies collected from the independent contractor's services shall be shared and divided as follows:
 - 70% to SAMPLE CONTRACTOR and 30% to Heartlight Aerobics, Inc. of independent contractors' "gross program revenues" (based on the maximum amount allowed to be charged per class in **San Diego** and including class registration fees, birthday party fees and other income except revenue received from the sale of merchandise) for the sessions beginning Fall, 2008 and ending Spring, 2009.
 - 75% to SAMPLE CONTRACTOR and 25% to Heartlight of independent contractors' gross program revenues for the sessions beginning Fall, 2009 and ending Spring, 2010
 - 80% to SAMPLE CONTRACTOR and 20% to Heartlight of independent contractor's gross revenues for the sessions beginning Fall 2010;
- 2) all sums due to independent contractor shall be paid on a timely basis and within 14 days of receipt of funds from program, schools, students, sponsor, or any other source;
- 3) independent contractor and/or her agents shall not solicit to provide the same or similar services and/or enter into competition with Heartlight Aerobics, Inc. to provide and/or administer any such services in any location where the Heartlight Program has been or is being held. This noncompetition agreement shall remain in effect for a period of six (6) months after termination of this agreement;
- 4) either party may cancel this agreement at any time, with or without cause, upon 30 days written notice to the other party; AND
- 5) upon termination of this agreement, operation and management of the Heartlight Program, with all rights and privileges, will revert back to Heartlight Aerobics, Inc. at all sites operated by Independent Contractor.

HEARTLIGHT AEROBICS, INC.

By: _____
Mari Jarvis, President Independent Contractor

Date: _____ Date: _____