

**aUM Yoga LLC**  
**DEMYSTIFY YOGA TEACHER TRAINING AGREEMENT**

This AGREEMENT is made effective on the \_\_\_\_\_ day of <ProgramStartDate> by and between aUM Yoga LLC (Hereafter 'PRINCIPAL) and \_\_\_\_\_ (Hereafter 'INDIVIDUAL'), who will collectively be known and referred to herein as 'PARTIES'.

**RECITALS:**

WHEREAS, PRINCIPAL is engaged in the business of providing the accredited program, DEMYSTIFY YOGA 200-HOUR TEACHER TRAINING PROGRAM. WHEREAS, PRINCIPAL wishes to engage INDIVIDUAL as a student of the program and INDIVIDUAL wishes to accept such engagement under the terms and conditions recited below:

The PARTIES, legally bound, hereby agree as follows:

**CODE OF ETHICS:**

As a student of the DEMYSTIFY YOGA TEACHER TRAINING PROGRAM, INDIVIDUAL recognizes that they are now a representation of the aUM Yoga LLC brand. In representation of aUM Yoga, INDIVIDUAL agrees to uphold the ethics, boundaries, policies, procedures, and mission of aUM Yoga LLC. INDIVIDUAL agrees to these policies, procedures, and ethical behaviors generally described as follows:

1. INDIVIDUAL will wear appropriate attire (no boxers, bralettes, etc.).
2. INDIVIDUAL will Maintain good hygiene.
3. INDIVIDUAL will Interact with clients of aUM Yoga LLC in a professional manner.
4. INDIVIDUAL will make a strong effort to positively integrate within the community.
5. INDIVIDUAL will respect the time of lead teacher trainers, other students, and peers.
6. INDIVIDUAL will maintain a timely schedule.
7. INDIVIDUAL will attend all scheduled meetings, feedbacks, tutoring sessions, etc. on time.
8. INDIVIDUAL will not date or engage in sexual conduct within the aUM Yoga Community.
9. INDIVIDUAL will not instruct clients of aUM Yoga LLC in any capacity at the studio without the permission and supervision of an E-RYT 200 (AmandaTopping and/or Jessie Lipkowitz).

10. INDIVIDUAL will not receive money for their yoga services until fully certified through the Demystify Yoga 200-Hour Teacher Training Program.
11. INDIVIDUAL will not refer or recommend clients of aUM Yoga LLC to other studios or associated establishments.
12. If attending, observing, and/or student teaching a class - INDIVIDUAL is required to arrive to the studio space ten (10) minutes prior to the scheduled class time out of respect for the studio.

TERM OF CONTRACT: the PRINCIPAL shall engage the INDIVIDUAL from this date through <ProgramEndDate>.

PRINCIPAL may terminate this agreement at any time if the INDIVIDUAL violates the above- mentioned codes of conduct. PRINCIPAL may also terminate student's enrollment 'for cause', the grounds of which are outlined and defined below. In case of termination for cause, PRINCIPAL shall have no obligation to INDIVIDUAL for rebate of tuition. Any of the following acts by the INDIVIDUAL constitute grounds for the Principal to terminate INDIVIDUAL 'for cause' under this paragraph:

1. INDIVIDUAL is charged with a felony;
2. INDIVIDUAL commits a crime of moral turpitude such as an act of fraud;
3. INDIVIDUAL fails to comply with directives from PRINCIPAL;
4. INDIVIDUAL fails to uphold Policies & Procedures of aUM Yoga LLC ;
5. INDIVIDUAL fails to uphold the ethics and values of aUM Yoga LLC;
6. INDIVIDUAL commits any act(s) that harm the company's standing, reputation, cred
7. INDIVIDUAL commits any act(s) that harm the company's standing, reputation, credibility, etc., within the communities it operates or with its customers, vendors, or Property Management Company.
8. INDIVIDUAL fails to perform the duties assigned to him or her;
9. INDIVIDUAL fails to show up for class;
10. INDIVIDUAL is chronically late;

NON COMPETE CLAUSE: during the time that the INDIVIDUAL shall engage with aUM Yoga LLC and for a period of 6 months after termination of the DEMYSTIFY YOGA 200-

HOUR TEACHER TRAINING PROGRAM, the INDIVIDUAL shall not directly or indirectly solicit business from customers, clients, or prospective clients of aUM Yoga. During this non-compete period the INDIVIDUAL shall not directly or indirectly solicit any employee or INDIVIDUAL contractor of aUM Yoga for employment elsewhere.

TUITION: Tuition for the program is \$3,250. INDIVIDUAL understands that this tuition is nontransferable and nonrefundable. In the event that INDIVIDUAL is expelled from the program or chooses to drop-out of the program, they understand and consent that there is no fiscal recourse for rebate of tuition. Documentation of extenuating circumstances is required for any program deferment request. INDIVIDUAL understands that deferment requests may be denied. If INDIVIDUAL is on a 'PAYMENT PLAN', they understand that their contract is binding and all payments are due to aUM Yoga LLC whether or not they are expelled, drop-out, or do not receive certification.

BENEFITS: students are encouraged to have a daily practice throughout the course of the program. For this reason, aUM Yoga Teachers in Training have unlimited packages and workshops at the studio during the course of the training. Unlimited packages commence and terminate with the term of the program and contract. No exceptions or extensions shall be made.

CONTENT & COPYRIGHT: INDIVIDUAL understands that all materials received throughout the course of the DEMYSTIFY YOGA 200-HOUR TEACHER TRAINING PROGRAM are the intellectual property of aUM Yoga LLC. If INDIVIDUAL is caught copying, lending, sharing, or distributing these materials in any capacity, they will be culpable for copyright infringement and any damages incurred by aUM Yoga LLC. INDIVIDUAL will sign a Non-Disclosure Agreement in their manual, outlining more information in regards to the intellectual property of aUM Yoga LLC.

#### REMEDIES:

Remedies in Event of Breach of Non-Compete Clause (Paragraph D): INDIVIDUAL hereby recognizes that irreparable damage will result to the PRINCIPAL and to the business of the PRINCIPAL. In the event of a breach by the IC of any of the covenant and assurances in paragraph D. Such as, in the event of a breach PRINCIPAL shall be entitled to restrain IC from any continued violation of any terms stipulated in Paragraph D. The PRINCIPAL will be entitled to seek reparation for damages from INDIVIDUAL. In the event that the PRINCIPAL be the prevailing party in any legal action to enforce this contract, the PRINCIPAL shall be entitled to all attorney's fees and costs incurred enforcing its rights under this agreement.

SURVIVAL OF NON-COMPETE CLAUSE: Should either party lawfully or agreeably terminate this contract, Paragraph D shall survive any such termination and remain fully effective until the expiration of its legal enforceability.

#### TERMS OF CONTRACT:

INTEGRATION: This agreement sets forth the entire agreement between the Parties with regard to subject matter hereof.

SEVERABILITY: In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this agreement. All remaining provisions of this agreement shall continue in full effect.

MODIFICATION: Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

NOTICES & REQUESTS: All notices and requests must be put in writing and sent to Jessie at amyogainfo@gmail.com.

ACKNOWLEDGEMENTS: Each party acknowledges that he or she has had an adequate opportunity to read and study this agreement, to consider it, and to consult an attorney if desired.

In WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, PRINCIPAL and INDIVIDUAL affix their signatures hereto. I have read and understood the contents of this agreement and agree to all of its terms.

PRINCIPAL

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Jessie Lipkowitz (Owner and Director of aUM Yoga LLC)

INDIVIDUAL

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Print Name: