



3372 Sacramento St, San Francisco, CA 94118

SharQui – The bellydance workout™
May 21 - 23, 2010
Instructor Training Course Agreement

A) REQUIREMENTS

1. In order to become a SharQui™ Instructor, there is a requirement to be certified in group fitness by the Aerobic and Fitness Association of America (“AFAA”) and/or the American Council on Exercise (“ACE”) and/or a group fitness organization that has been approved in writing by SharQui, Ltd. as a group fitness organization equivalent to AFAA and ACE (“an equivalent group fitness organization”) by Oreet, President, SharQui, Ltd. (“Oreet”), as well as Cardiopulmonary Resuscitation (“CPR”). A course participant (“the participant”) will not be permitted to become a SharQui™ Instructor until the participant provides SharQui, Ltd. evidence of being certified in group fitness by AFAA and/or ACE and/or an equivalent group fitness organization and CPR. Although the participant can take the SharQui™ Instructor Training Course without being certified by AFAA and/or ACE and/or equivalent group fitness organization as well as CPR, upon successful completion of the SharQui™ Instructor Training Course the participant will only receive a SharQui™ Certificate of Completion. This individual will remain eligible for a period of one (1) year to receive a SharQui™ Instructor Certificate (see Item 5. below).

The contact information for AFAA and ACE is as follows:

AFAA: 1-877-968-7263 www.afa.com
ACE: 1-800-825-3636 www.acefitness.org

If the participant does not become certified in group fitness by AFAA and/or ACE and/or an equivalent group fitness organization as well as CPR within one (1) year of receiving the SharQui™ Certificate of Completion, that person will need to re-take and successfully complete another SharQui™ Instructor Training Course (and be certified in group fitness by AFAA and/or ACE and/or an equivalent group fitness organization as well as CPR) to receive a SharQui™ Instructor Certificate.

If the participant is certified in group fitness by AFAA and/or ACE, the SharQui™ Instructor Training Course offers 14 continuing education credits toward AFAA and 1.3 credits towards ACE certifications.

2. Once the participant receives a SharQui™ Instructor Certificate, the participant is required to remain group fitness certified by AFAA and/or ACE and/or an equivalent group fitness organization as well as in CPR. If a SharQui™ Instructor does not remain group fitness certified by AFAA and/or ACE and/or an equivalent group

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fitness organization as well as CPR, his or her SharQui™ Instructor accreditation will be considered suspended on the same day that his or her group exercise certification or CPR certification expires and he or she will not be permitted to teach a SharQui™ class until he or she renews his or her group fitness certification with AFAA and/or ACE and/or an equivalent group fitness organization as well as his or her CPR certification. If the instructor fails to renew his or her group fitness certification with AFAA and/or ACE and/or an equivalent group fitness organization as well as his or her CPR certification within one hundred and twenty (120) days of its expiration, his or her SharQui™ Instructor accreditation will be revoked and he or she will be required to attend and successfully complete all elements of another SharQui™ Instructor Training Course. He or she will be offered a discounted rate of one hundred dollars (\$100) off of the total Instructor Training Fee for the course that he or she will be attending.

3. The SharQui™ Instructor Training Course will be held over the course of three (3) days. Each day will range from three (3) to eight (8) hours per day. The total course length will be eighteen (18) hours. However, if there are greater than five (5) participants in the course, the course may be lengthened as needed to allow all participants adequate time to develop an understanding of the technique, not to exceed an additional four (4) hours. The final schedule will be announced no less than ten (10) days prior to the start of the course. The course will start on Friday and conclude on Sunday based on the following schedule:

May 21, 2010 – Day 1 – six (6) to eight (8) hours of practical and lecture
May 22, 2010 – Day 2 – six (6) to eight (8) hours of practical and lecture
May 23, 2010 – Day 3 – three (3) to four (4) hours of practical and lecture
and three (3) to four (4) hours of testing

All course participants are required to attend the entire three days of the course. If the material included in the SharQui™ Instructor Training Manual for each day is covered in less than the number of hours allotted for each day, participants may either choose to leave at that point or can use the remaining time each day to ask any additional questions regarding the material covered in the manual up until that point.

4. Upon completion of the three (3) days, there will be both a written and a practical exam on the SharQui™ Technique. Successful completion of the SharQui™ Instructor Training Course constitutes passing both the written and the practical exams on the SharQui™ Technique. Both exams will be based on the information contained in the SharQui™ Instructor Training Manual and the information taught in the course. If the participant does not pass both exams administered at the end of the three (3) day course; within sixty (60) days from the completion of the course he or she will be given one (1) opportunity to re-test the exam(s) he or she did not pass. There will be no refunds if the participant does not pass the exam(s) he or she was given a second attempt to pass, however if the participant chooses to do so, he or she will be permitted to attend another scheduled course at a discount rate of one hundred

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dollars (\$100) off of the total Instructor Training Fee for the course that he or she will be attending. No participant will be awarded either a SharQui™ Certificate of Completion or a SharQui™ Instructor Certificate if he or she has not passed both the written and practical exams within sixty (60) days of each other. The results for both exams will be provided to the participant no later than seven (7) days from the completion of the exam(s) regardless of whether it is his or her first or second attempt.

5. Upon the successful completion of the SharQui™ Instructor Training Course, if the participant is not group fitness certified by AFAA and/or ACE and/or equivalent group fitness organization as well as CPR, he or she will be presented with a SharQui™ Certificate of Completion. The SharQui™ Certificate of Completion does not enable the participant to teach any class using the SharQui™ Technique. However, if the participant becomes group fitness certified by AFAA and/or ACE and/or an equivalent group fitness organization as well as CPR within one (1) year of the date of completion of the course, he or she will then be presented with a SharQui™ Instructor Certificate which will enable the participant to teach beginner level classes using the SharQui™ Technique for a period of two (2) years. Within the period of two (2) years following the date the participant is presented with a SharQui™ Instructor Certificate, in order for him or her to continually renew his or her SharQui™ Instructor accreditation every (2) years, he or she is required to obtain a minimum of eight (8) SharQui™ Continuing Education Credit's every two (2) years. (see Item 7. below)

6. Upon the successful completion of the SharQui™ Instructor Training Course, if the participant is group fitness certified by AFAA and/or ACE and/or an equivalent group fitness organization as well as CPR, he or she will be presented with a SharQui™ Instructor Certificate which will enable the participant to teach beginner level classes using the SharQui™ Technique for a period of two (2) years. Within the period of two (2) years following the date the participant is presented with a SharQui™ Instructor Certificate, in order for him or her to continually renew his or her SharQui™ Instructor accreditation every two (2) years, he or she is required to obtain a minimum of eight (8) SharQui™ Continuing Education Credit's every two (2) years. (see Item 7. below)

7. Within the period of two (2) years following the date every SharQui™ Instructor ("instructor") is presented with a SharQui™ Instructor Certificate, in order for him or her to continually renew his or her SharQui™ Instructor accreditation, in addition to him or her remaining group fitness certified by AFAA and/or ACE and/or an equivalent group fitness organization as well as CPR certified, he or she will be required to obtain a minimum of eight (8) SharQui™ Continuing Education Credits ("SharQui™ CEC's") by attending a minimum of four (4) SharQui™ CEC classes (two (2) credits each). The SharQui™ CEC classes will be administered by SharQui,



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Ltd. and taught by Oreet, President, SharQui, Ltd. (“Oreet”) or another teacher approved to provide SharQui™ CEC’s (“approved provider”). There will be opportunities for an instructor to obtain SharQui™ CEC’s with a teacher who is not an approved provider of SharQui™ CEC’s but has been approved by Oreet in writing as an acceptable alternate to herself or an approved provider (“alternate provider”). If any portion of the eight (8) required SharQui™ CEC’s is obtained through a class taught by an alternate provider, there will be an additional renewal fee due prior to the expiration of an instructor’s SharQui™ Instructor Certificate. The additional renewal fee will be based on the number of SharQui™ CEC’s obtained in a class taught by an alternate provider (see Item B) below). A summary of some of the SharQui™ CEC classes that will be available are included in The SharQui™ Instructor Training Manual which will be provided to the participant. Most SharQui™ CEC classes can also be used as AFAA CEC’s (each class counts as 1.5-2 credits) and/or ACE CEC’s (each class counts as 0.2-.3 credits) which are required to maintain group fitness certified by AFAA and/or ACE. The SharQui™ CEC’s obtained at any SharQui™ CEC class cannot be applied as CEC’s for any other group fitness Instructor Certification. Following are the CEC requirements for AFAA and ACE re-certification:

AFAA: *Requires 15 CEC’s. One of the courses must be a CEC course offered by AFAA and another must be a CPR re-certification course which will count as 2 CEC’s towards AFAA re-certification. (Each SharQui™ CEC Class will count as 1.5 AFAA credits)*

ACE: *Requires 2.0 CEC’s. (Each SharQui™ CEC Class will count as 0.2 ACE credits)*

- 8.** If Oreet finds a facility for any instructor to teach a SharQui™ class or if Oreet gives away one of her classes to any instructor, SharQui, Ltd. will be paid a one time finder’s fee of \$100 by the instructor after the instructor teaches the SharQui™ class at that facility for a period of ninety (90) days. The finder’s fee does not apply to individual class substitutions for Oreet.
- 9.** As explained in Item E) of this agreement, the terminology and format included in the Instructor Training manual may not be used in a class bearing any name other than SharQui™, SharQui™ bellydance, SharQui – The bellydance workout or any other titles with the word SharQui™.
- 10.** An instructor will only be accredited to teach beginner SharQui™ classes upon successfully completing the SharQui™ Instructor Training Course. There will be SharQui™ CEC classes in intermediate and advanced formats to help in their



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progression with teaching the SharQui™ Technique. Details of becoming accredited to teach intermediate and advanced classes will be provided at a later date.

11. At all times instructors must present themselves and SharQui, LTD. in a professional manner when teaching a SharQui™ class at any facility.
12. At any point Oreet can attend an instructor's class for observation. If Oreet determines that a guideline or format is not correctly being followed by an instructor or a technique is being incorrectly demonstrated by an instructor, she can require the instructor to attend a one-on-one informational session. If Oreet determines that deficiencies continue after attending numerous one-on-one informational sessions, the instructor's SharQui™ Instructor accreditation may be suspended at Oreet's discretion. If an instructor refuses to attend a one-on-one informational session, Oreet may revoke that instructor's SharQui™ Instructor accreditation at her discretion.
13. To teach any class using the SharQui™ Technique, an individual must be:
 - i. An Accredited SharQui™ Instructor
 - ii. Group fitness certified by AFAA and/or ACE and/or an equivalent group fitness organization
 - iii. CPR Certified

B) TERMS OF PAYMENT

- All fees are payable in cash, check or money order made payable to SharQui, Ltd.
- Any fees paid to SharQui, Ltd. are non-refundable and no substitutions are allowed.
- Payment must either be hand delivered to Oreet or mailed to:
SharQui, Ltd.
c/o Oreet J. Schwartz
3372 Sacramento St
San Francisco, CA 94118



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1. INSTRUCTOR TRAINING FEES

- i. **24 Hour Employees**
\$270 if paid on or before **April 23, 2010**
\$320 if paid on or before **May 21, 2010**
- ii. **Public**
\$350 if paid on or before **April 23, 2010**
\$400 if paid on or before **May 21, 2010**
- iii. **\$30** for the required textbook, The Concise Book of Muscles by Chris Jarney

2. CONTINUING EDUCATION CREDITS (SharQui™ CEC's)

- i. **\$50 per class** (2 SharQui™ CEC's per class)

3. ADDITIONAL RENEWAL FEES

(Only applicable if a portion of the eight (8) required SharQui™ CEC's are not obtained in a class administered by SharQui, Ltd.)

- i. **\$25 for every two (2) SharQui™ CEC's obtained in a class taught by an alternate provider**

C) COURSE MATERIALS

- 1. Upon receipt of two (2) signed copies of this agreement, SharQui, LTD. agrees to provide the course participant with the following course materials:

- One (1) copy of The SharQui™ Instructor Training Manual
- One (1) copy of The Concise Book of Muscles by Chris Jarney
- One (1) SharQui™ T-shirt or pant
- One (1) SharQui – The bellydance workout™ Level 1 DVD
- One (1) SharQui™ Music CD

D) RELEASE OF LIABILITY & INDEMNIFICATION

- 1. The participant understands and agrees that the SharQui™ technique is a fitness workout and there is a risk of injury associated. The participant agrees to accept any and all risks of injury to the participant and any of his or her students while instructing SharQui™. The participant agrees to not make a claim against, sue or

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prosecute SharQui, Ltd., its officers, agents or employees for injury, death, or damage arising out of negligence, intentional or poor instruction caused by the participant. The participant will release, discharge and agree to indemnify SharQui, Ltd., against all actions, claims or demands that may arise from participating in the SharQui™ Teacher Instructor Training Course and/or as an instructor of the SharQui™ technique.

E) TRADEMARK AND COPYRIGHT SECURITY

1. The participant is aware that all terminology used in the Instructor Training course and Instructor Training manual is the intellectual property of SharQui, Ltd. and any material included in the manual may not be reproduced without prior written consent of Oreet. The terminology and format included in the Instructor Training manual may not be used in a class bearing any name other than SharQui™, SharQui™ bellydance, SharQui – The bellydance workout or any other titles with the word SharQui™.
2. SharQui – The bellydance workout™, as well as other logo forms of the foregoing mark, are trademarks and/or service marks (the “Trademarks”) of SharQui, Ltd. a corporation organized and existing under the laws of the State of New York. SharQui, Ltd.'s Trademarks, service marks and trade dress may not be used in connection with any product or service that is not affiliated with SharQui, Ltd., in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits SharQui, Ltd. All other trademarks not owned by SharQui, Ltd., its subsidiaries or affiliates that may appear in the SharQui™ Instructor Training Manual are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by SharQui, Ltd.

F) OTHER

1. The participant and SharQui, Ltd. (“the parties”) agree that any disputes concerning or arising under or from this agreement shall be brought in a court of competent jurisdiction in the state or federal courts located in the City of New York, County of New York, in the State of New York. This agreement is governed by and shall be interpreted under the laws of the State of New York and shall be construed accordingly, without reference to principles of conflict of law.
2. This agreement constitutes the entire agreement between the parties. Except as explicitly set forth in this agreement, there are no representations, warranties or inducements, whether oral, written, express or implied, that in any way affect or condition the validity of this agreement or alter its terms. This agreement shall have perpetual existence and shall not be enlarged, modified, amended or altered except by a written instrument executed by all parties hereto.



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3. This agreement may be executed in any number of counterparts and by the parties in separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.



420 Presidio Ave, San Francisco, CA 94115

SharQui – The bellydance workout™
August 21 – 23, 2009
Instructor Training Course Agreement

SIGNATURE PAGE

This document represents an agreement between _____ who is the course participant, and SharQui, Ltd. (Print Name)

I agree to make payment in full according the option I have chosen below (initial next to the option you are choosing):

24 Hour Employee

OPTION 1: _____ **\$300** (including \$30 for the required anatomy textbook)
if paid on or before **April 23, 2010**

24 Hour Employee

OPTION 2: _____ **\$350** (including \$30 for the required anatomy textbook)
if paid on or before **May 21, 2010**

Public

OPTION 3: _____ **\$380** (including \$30 for the required anatomy textbook)
if paid on or before **April 23, 2010**

Public

OPTION 4: _____ **\$430** (including \$30 for the required anatomy textbook)
if paid on or before **May 21, 2010**

I plan to teach beginner level classes using the SharQui™ Technique and upon completion of the Instructor Training Course I will be group fitness certified by the following group fitness organization(s):

If I am group fitness certified by a group fitness organization other than AFAA and/or ACE, I understand that Oreet's signature below confirms that the organization shown in the line above is an equivalent group fitness certification.

I have read and fully understand and agree to all of the terms listed above in the SharQui – The bellydance workout™ May 21 – 23, 2010 Instructor Training Course Agreement

Signature of the course participant

Date

Oreet, President, SharQui, Ltd.

Date