

APPLICATION TO INSTRUCTOR TRAINING PROGRAM



PERSONAL INFORMATION:

Name:	D.O.B:
Address:	Phone:
Email:	
Occupation:	
Emergency Contact:	Phone:

MODULE FEE:

\$75.00 per training module

(Two modules required to complete before independent class instruction. Module cost includes instructor assessment for certification, module completion certification, monthly live online training Zoom sessions, full module content and tutorials)

SUMMARY:

Module 1	75.00
Module 2	75.00
TOTAL	150.00

Paid to:

Fit Hop NZ Ltd
12-3233-0457777-00

FIT HOP INSTRUCTOR AGREEMENT

This agreement is between Sonjia Peck, Director of Fit Hop NZ Limited (director), and the contractor (Instructor): _____.

The clauses outlined in this agreement are to ensure a coherent understanding between both the company and the contractor, in the instruction of Fit Hop Dance Fitness Classes.

1) Instructor training acknowledgements

- I. The instructor understands they must successfully complete the Fit Hop Instructor training program in order to become a fully qualified lead instructor to independently run a quality Fit Hop class;
- II. The instructor is required to take on all 6 modules to learn the full range of choreography content. The first two modules must be passed in order to become qualified to run a class. The other four and future releases can be learned at later intervals (12-16 weekly) at the discretion and appointment of the director;
- III. Online Training is an independent responsibility and requires the instructor to create their own learning environments and schedule to suit themselves, to enable them to achieve confidence in knowledge and ability for each module assessment;
- IV. Live tutorials occur monthly which can be attended live in-house or on ZOOM. To gain the full benefit of interactive tutorials, it is recommended that you attend the live meeting, but if necessary there is a play back option.

2) Instructor responsibilities and class structure

- I. The instructor agrees to arrive punctually at each Fit Hop class, at least 10minutes before start time to ensure set up is correct and ready for class including sound system connected and working, signage display, studio space cleared of any equipment left behind or machines that need to be moved.
- II. The instructor agrees to have achieved sound knowledge of all class choreography to ensure material taught retains the original quality of the syllabus;
- III. The instructor will deliver enthusiastic and encouraging Fit Hop classes using current terminology and teaching cues;
- IV. The instructor must give at least 24 hours notice if unable to instruct a scheduled class to allow for cover to be booked with adequate notice. Reasons for being unable to run a class at late notice includes extreme illness that prevents movement;
- V. The instructor is responsible for his/her own transport to/from the class and can count fuel costs as an expense against income tax (see contractor independent tax deduction clause in section 3);
- VI. The instructor will receive their Fit Hop uniform top/hoodie at a discounted rate to keep. This must always be worn when teaching, along with own pants/shorts and appropriate footwear;
- VII. The instructor agrees to use of their personal instagram account, tagging @fithopnz to share posts before class, group photo after class and any video footage taken during class. This will be shared to Fit Hop NZ stories and newsfeed.

3) Payment arrangement

- I. The instructor understands they are not employed directly by Fit Hop NZ Limited and are signed as a contractor who is therefore required to do own income tax calculations deductions (IR4) based on earnings made as a contractor of Fit Hop NZ. Claimable expenses would include fuel and transport costs to get to and from class, music subscription and clothing purchases;
- II. The remuneration per 45minute class is 35 dollars (40 dollars for weekend classes), and per 60minute class 40 dollars (50 dollars for weekend classes);
- III. All payments are made monthly on receipt of invoice from instructor;
- IV. The instructor will be paid on a per class basis and paid sick leave does not apply to this agreement;
- V. Punctuality is essential therefore failure to comply will result in 50% deduction of class payment i.e. if the instructor is more than 10minutes late they forfeit half the class fee for that session.

4) Director responsibility

- I. The director will provide the training modules and monthly live sessions to ensure frequent guidance and help is available to the instructors to help them develop their skill and confidence and approach any questions with clarity and communication;
- II. The director will be the main liaison with the fitness facility or studio to pre-arrange class set up for the instructor to simply show up and do what they do best - teach an epic Fit Hop class;
- III. The director will provide playlists and signage to be displayed at class. The instructor is responsible for bringing this too and from the facility and keeping it in a safe place while not in use;
- IV. The director will provide a small range of example merchandise for class members to purchase. The instructor may collect cash payments and declare payment received, after which the payment is deducted from their monthly invoice to avoid excessive small dollar amount cash handling between instructor and director.

5) Termination of agreement

- I. The director has the right to terminate this agreement on the following grounds:
 - A. The instructor repeatedly fails to give sufficient notice when unable to attend a class;
 - B. The instructor repeatedly fails to turn up on time (10minutes early) to instruct a class;
 - C. The instructor negatively represents Fit Hop NZ Limited in an inappropriate manner according to the discretion of the director;
 - D. The instructor fails to perform at the required professional standard to run a Fit Hop NZ class;
- II. The instructor agrees that by signing this agreement, they may not terminate their contract without 4 weeks notice, and commit to the final 4 weeks of classes to honour their contract and receive final payment and to allow for cover to be arranged ongoing for classes.

6) Intellectual property and copyright

- I. The instructor understands that all material taught under the Fit Hop NZ syllabus is held by intellectual property copyright and cannot be used in any other platform other than a Fit Hop NZ class;
- II. The Fit Hop NZ brand and choreography content is the intellectual property of Sonjia Peck, Director;
- III. Any choreography created by instructors is welcomed to the syllabus after checking by the director and making any necessary revisions to suit the layout to a typical Fit Hop style set. This then becomes the property of Fit Hop NZ and cannot be used without declaring the association with Fit Hop NZ;
- IV. The instructor is forbidden to teach any other dance fitness syllabus such as Zumba, U-Jam or others, while under contract with Fit Hop NZ and 6months after contract end date. This is to avoid confusing the different brands, and keeping Fit Hop choreography strictly exclusive;
- V. The instructor agrees to the use of their image and visual representation in photos and video footage, promotional material, social media posts and youtube videos, and is required to use Instagram to share class photos and pre-class posts to remind members and spread the anticipation and excitement.

7) Liability disclosure

- I. The instructor agrees that they take on role of Fit Hop Instructor of their own accord and will hold no liability against Fit Hop NZ Ltd for material losses, injury, ailment or death;
- II. Fit Hop NZ advices all contractors to have a current First Aid Certificate a personal limited liability insurance.

8) Conclusion

- I. All clauses outlined in this document are for the benefit of both the director and the instructor to ensure a successful working relationship is achieved, supporting contractor needs as well as Fit Hop NZ Limited business sustainability;
- II. All statements agreed upon are considered legally binding under the Contracts (Privity) Act 1983 and Consumer Guarantees Act 1993, Section Four.

DECLARATION

I, _____
Have read, understood and agreed to all clauses outlined in this agreement, and accept the position of Fit Hop NZ instructor training modules and thereafter becoming an independent Fit Hop NZ class lead instructor.

Signed (*Instructor*): _____

Date: _____

Signed (*Director*): _____

Date: _____

WELCOME TO THE TEAM!

Sonja Peck, Fit Hop NZ Director