

Terms and Conditions of Purchase

For Business Owners, Single Site Licenses, Non-Profit Organizations, Teachers and/or Parents:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY PURCHASING THIS PROGRAM YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME IN OUR SOLE DISCRETION. WE WILL NOTIFY YOU OF AMENDMENTS TO THESE TERMS AND CONDITIONS BY POSTING THEM TO THIS WEB SITE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT PURCHASE THE KID-FIT PROGRAM.

I agree to:

1. Duplicate materials not more than once, for archival purposes only. Sharing any KID-FIT™ materials with those who have not purchased a license through Aerobic Fitness Consultants is prohibited. Neighborhood Instructors and multiple teachers from a single school may share the KID-FIT™ curriculum. Teachers from a single school can only teach the KID-FIT program and the licensed location.
2. Follow the KID-FIT™ program completely in order use the name KID-FIT™ and to charge fees at schools, day care settings and other businesses. Each session is to be taught at the scheduled times of year as indicated on the yearly curriculum guide. Each session must be taught in accordance with the lesson plan and visual sample provided. Failure to do so will result in immediate license revocation.
3. Conduct myself in a generally agreed upon professional manner. To abide by standards set by the KID-FIT™ program and live in accordance with healthy lifestyle habits.
4. Represent myself, or any other person, as an authorized KID-FIT™ Instructor only with proof of a current KID-FIT™ license from Aerobic Fitness Consultants, Inc. Misrepresentation is a copyright infringement and prosecutable as a federal offense. Only those authorized by Aerobic Fitness Consultants with a valid KID-FIT™ license may represent themselves as KID-FIT™ Instructors and/or teach the KID-FIT™ curriculum.
5. Use the KID-FIT™ program only as intended, whether in whole or in part. Doing otherwise is strictly prohibited and punishable in a court of law. All materials are intended for classroom use only and are to be used during the specified calendar dates.
6. The understanding that training materials contain intellectual property. Once program files or training materials are sent to me no refund is available.
7. Be responsible for current CPR certification and liability insurance if applicable. Aerobic Fitness Consultants does not assume any liability for any injury, loss of property, or damage in connection with the KID-FIT™ program.

8. Contact Aerobic Fitness Consultants directly for training and placement if I reside or plan on teaching within a 100 mile radius of the corporate office. No independent KID-FIT™ teachers may solicit within this jurisdiction without prior written permission.
9. Refrain from soliciting any accounts currently held by any other KID-FIT licensed instructor.
10. Renew my license prior to the 1-yr expiration date in order to continue teaching KID-FIT™. Renewal is done by setting up monthly payments which includes continued authorization to use the KID-FIT curriculum, new lessons, teaching license, and zone. Should the KID-FIT™ business license expire at any time, full-price is required to become authorized again. Call, e-mail or check web site purchase page for pricing.
11. The option that I may choose to cancel and not renew my business license after the first year. I will immediately cease teaching any part of the KID-FIT program, stop using the name KID-FIT for any classes and notify all current clients that I am no longer teaching the KID-FIT curriculum. Any contracts obtained using the KID-FIT name will be cancelled or turned over to another KID-FIT business representative. Failure to do any of the above will result in prosecution to the fullest extent of the law.
12. Use the KID-FIT™ trademark only in the forms directed and only for goods and services which meet the standards of quality laid down and approved by Aerobic Fitness Consultants. The symbol "TM" shall appear in superscript behind the trademark. Any KID-FIT™ logo placed on a web site must link to the home page at <http://www.kid-fit.com>.
13. Profits from marketing and selling items other than classes, directly or indirectly using the KID-FIT™ name, symbol or reference are subject to a 10% commission to be sent directly to the corporate office on a quarterly basis.
14. Utilize business materials presented as given, except to customize, so as to promote the KID-FIT™ program. Any web site template is to be used as is, with no changes in color, font, text or substance except for the pages indicated and in the areas provided for customizing. Redesigning the web template may result in license revocation.
15. Be considered solely as an independent party and shall not be considered, under the terms of this agreement, as of employee status or the status of an agent or partner of Aerobic Fitness Consultants. As such, neither party has nor shall have any authority to bind the other party, to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in its name.

16. Include the following statement in any advertising, news stories, or other printed promotional materials mentioning the KID-FIT™ program: "KID-FIT™ is the exclusive property of Aerobic Fitness Consultants, Inc. Monrovia, CA <http://www.kid-fit.com>."
17. Read group site messages regularly and post an acknowledgement at least once per 6 week session. Failure to do so will result in my name being removed from the licensee group site, mailing list and suspension of license privileges. Reactivation of license will require a \$30 fee. Subsequent mailings/privileges will be resumed for the remainder of license term. No credit is issued for missed sessions and back sessions are not available.
18. Begin marketing efforts in my area immediately upon completion of training. All training required must be completed within 3 months of purchase. Failure to do so, without making other mutually agreed upon arrangements, will result in forfeiture of the KID-FIT license without reimbursement/refund.
19. That Aerobic Fitness Consultants reserves the right to cancel my license if my conduct does not reflect what is in the best interest for the KID-FIT name and philosophy. Any action that is deemed insubordinate, harmful to the company monetarily, in good will, or in team motivation serves as grounds to have my license revoked with no reimbursement or refund.
20. Business Packages are non-transferable. Terminated, lapsed or revoked business licenses prohibit the former owner of entering the same line of work for a period of no less than two years from the termination date.

Note: Failure to comply with any of the above will result in immediate revocation of license, penalties and/or legal action. The KID-FIT™ program is the exclusive property of Aerobic Fitness Consultants, Inc. Any/all copyright infringement will result in prosecution. By using this program you are agreeing you fully understand the above terms and conditions and agree to abide by them. Once a license is purchased there will be no refunds.

I fully understand the above conditions and terms and agree to abide by them.