



## Instructor Training and Certification Agreement



# FOUNDATION TRAINING

## INSTRUCTOR TRAINING & CERTIFICATION AGREEMENT

**IMPORTANT – READ CAREFULLY:** This Instructor Training and Certification Agreement (this “Agreement”) is a legal contract between you (as defined below) and Foundation Training, LLC, a Florida limited liability company (“Foundation Training”).

BY ENTERING INTO THIS AGREEMENT OR BY BEGINNING THE INSTRUCTOR CERTIFICATION TRAINING PROGRAM DESCRIBED IN THIS AGREEMENT YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS CONTAINED IN THIS AGREEMENT.

### 1. DEFINITIONS

1.1. “Certification” means an official certification by Foundation Training that a person is qualified to train others using the Foundation Training Method.

1.1.1. “Level 1 Student Instructor Certification” means that a person has successfully completed Phase 1 of the Instructor Training to Foundation Training’s satisfaction, as further described in the section of this Agreement entitled Certification Procedures and Terms.

1.1.2. “Level 1 Instructor Certification” means that a person has successfully completed the online and in-person prerequisites of the Instructor Training to Foundation Training’s satisfaction, as further described in the section of this Agreement entitled Certification Procedures and Terms.

1.1.3. “Level 1 Certification” means that a person holds either Level 1 Student Instructor Certification or Level 1 Instructor Certification.

1.1.4. “Organizational Level Certification” means that a person has successfully completed the requirements deemed necessary by Foundation Training to provide training using the Foundation Training Method to an organization to train employees of such organization. A person who is not so certified may not provide such training services to an organization without first obtaining written permission from Foundation Training.

1.2. “Copyrights” is defined in the section of this Agreement entitled Proprietary Rights.

1.3. “Foundation Training Method” means a proprietary series of exercises based on integrating the muscular chains of the body that was developed by Dr. Eric Goodman and Foundation Training.

1.4. “Instructor Training” is defined in the section of this Agreement entitled Certification Procedures and Terms.

1.5. “Marks” is defined in the section of this Agreement entitled Proprietary Rights.

1.6. “you”, “your” and “yourself” shall include you, your heirs, your administrators and/or employees, agents, parents, subsidiaries, affiliates, successors, assigns, representatives, and attorneys.

1.7. “Marketing and Branding Guidelines” means the content of the document setting forth marketing and branding guidelines that is attached as an exhibit to this Agreement and includes the content of future versions of such document as amended by Foundation Training and provided to you.

## **2. CERTIFICATION PROCEDURES AND TERMS**

2.1. BACKGROUND AND PURPOSE. Integrity of purpose and quality of instruction are hallmarks of the Foundation Training Method. Only individuals that Foundation Training determines meet its exacting standards may become certified instructors approved by Foundation Training to utilize the Foundation Training Method. The purpose of this Agreement is for you to obtain the needed training and develop the skills necessary to properly utilize the Foundation Training Method and to obtain your Certification.

2.2. INSTRUCTION. Foundation Training agrees to provide, and you agree to accept, subject to the terms and conditions of this Agreement, instruction in the Foundation Training Method (the “Instructor Training”). The Instructor Training will cover the philosophy, theory and practice of the Foundation Training Method and will provide you with the training and hands-on practice needed to correctly use, and conduct individual and group classes using, the Foundation Training Method. The Instructor Training is composed of three phases of instruction (described in Exhibit B “Coursework and Community”).

### **PHASE 1**

To complete Phase 1 of the Instructor Training you must complete the full 6 weeks of the online education portion. This is required to advance to Phase 2.

**Your unique login credentials to the online course may not be shared without written permission from Foundation Training.**



## PHASE 2

To complete Phase 2 you must attend and participate in two days of the lecture and practice course with Foundation Training's core educators. Phase 2 must be completed within 6 months from completion of the Phase 1 online education.

## PHASE 3

To successfully complete Phase 3 of the Instructor Training you must:

- 1) successfully complete Phase 1 and 2 of the Instructor Training to Foundation Training's satisfaction;
  - 2) successfully complete 50 hours of practice teaching using the Foundation Training Methods,
  - 3) schedule your video chat session (i.e. Zoom, FaceTime) testing and review with a Foundation Training core educator within 6 months from completion of your Phase 2 in-person course.
- A model or client is necessary to demonstrate your teaching ability and knowledge of Foundation Training Methods.

Please email [certification@foundationtraining.com](mailto:certification@foundationtraining.com) to schedule your Level 1 testing session.

**2.3. CERTIFICATION STANDARD.** Upon successfully completing Phase 2 of the Instructor Training to Foundation Training's satisfaction, you will receive your Level 1 Student Instructor Certification. Upon successfully fulfilling the requirements of Phase 3 of the Instructor Training you will receive your Level 1 Instructor Certification, at which point you will be officially recognized as a Certified Foundation Training Instructor - Level 1. You hereby acknowledge and agree:

- 1) that you must complete the requirements of the Instructor Training to Foundation Training's satisfaction in order to receive Certification,
- 2) that Foundation Training is the sole arbiter of whether or not you have successfully met such requirements,
- and 3) that Foundation Training's determination as to whether or not you have successfully met such requirements is of an inherently subjective nature.

**3. YOUR RESPONSIBILITIES.** With regard to the process of obtaining your Certification and after you obtain Certification, your responsibilities shall include, but not be limited to, the following (your failure to satisfy these requirements shall be cause for termination of this Agreement and/or cause you to not receive Certification):

**3.1. Complete the Requirements of Instructor Training.** You must complete all requirements of all applicable phases of Instructor Training to the satisfaction of Foundation Training.

3.2. Comply with this Agreement; Quality Control. You must faithfully observe and comply with the terms of this Agreement and comply with any quality control conditions required by Foundation Training now or in the future.

3.3. Publicity and Privacy. You must grant to Foundation Training the unlimited right to use any pictures, audios, or videos of you related to the Foundation Training Method obtained during Instructor Training or at any time thereafter, which right is hereby granted.

3.4. Code of Ethics. Integrity and ethical behavior are an important part of the Foundation Training Method. You must always act with the present and future health and safety of your clients as your paramount concern. You must not lie, cheat or steal or fail to comply with any of the terms of this Agreement. You must not act with regard to the Foundation Training Method, the Marks or the Copyrights in any manner that dilutes the integrity of the Foundation Training Method or is otherwise detrimental to Foundation Training, the Foundation Training Method, other Foundation Training Certified Instructors or the public. You acknowledge that your behavior as a Certified Foundation Training Instructor directly impacts the public reputations of Foundation Training, the Foundation Training Method and other Certified Foundation Training Instructors, and agree to avoid behaving in a manner harmful to such reputations. You acknowledge that Foundation Training may revoke your Certification if it determines that your behavior falls below the standard expected of Certified Foundation Training Instructors, that such determination will be made solely by Foundation Training and that such determination is of an inherently subjective nature.

3.5. Contact Information. You must keep current the contact information that you provide to Foundation Training, including, but not limited to, notifying Foundation Training of any address, email, or website changes.

3.6. Marketing and Branding Guidelines. You must comply with the Marketing and Branding Guidelines (attached hereto as Exhibit C) and with any amended versions of such that may be provided to you in the future. You acknowledge that you have received, read and understood the Marketing and Branding Guidelines.

#### **4. LIMITS OF CERTIFICATION**

4.1. No Teaching of Prospective Instructors. Certification does not entitle nor qualify you to train, teach or give instruction to others in how to utilize the Foundation Training Method in teaching individual or group classes or with regards to, or towards completion of, the Instructor Training or any portion or derivation thereof. Foundation Training is the only entity authorized to conduct Instructor Training and/or Certification.

4.2. No License of Marks or Copyrights. Other than as set forth in the section of this Agreement entitled Restrictive Covenants, this Agreement does not grant you any right or license to use any of the Marks or the Copyrights for any purpose, and you are expressly prohibited from doing so in the absence of Foundation Training's prior written consent.

4.3. Limits of Level 1 Certification. Level 1 Certification does not qualify or entitle you to Organizational Level Certification. You agree that you will not provide training using the Foundation Training Method to an organization to train employees of such organization without first obtaining Organizational Level Certification or prior written permission from Foundation Training. For example, without Organizational Level Certification or Foundation Training's written permission, you may not agree with a local fire department or a private company to provide such training to its employees. With Level 1 Instructor Certification you may, however, provide training utilizing Foundation Training Methods to an individual employee (or a small group of employees) of such fire department or company who chooses to train with you on a one-on-one basis or to attend one of your group training classes. Notwithstanding the foregoing, a holder of Level 1 Instructor Certification shall not need Organizational Level Certification or prior permission from Foundation Training to provide training services utilizing the Foundation Training Method to a local private company with fewer than 75 employees. As used in this Agreement, the term "local private company" shall mean a business enterprise operating only in the immediate locale in which the Certification holder provides training and that is owned by private individuals. Such term shall not include companies that are publicly traded nor public entities such as fire departments, police departments, military organizations, etc.

4.4. Effect of Termination of Certification or Agreement. Upon termination of this Agreement or upon revocation by Foundation Training of your Certification, you are expressly prohibited from claiming to be a Certified Foundation Training Instructor and from using the Marks and Copyrights in any manner whatsoever.

## **5. PROPRIETARY RIGHTS.**

5.1. Trademarks. "Foundation," "Foundation Training," "Foundation Method," "Foundation Training Method," the Foundation Training trade dress and the Foundation Training logo are trademarks and service marks owned by Foundation Training, as are the terms "Anchored," "Anchoring," "Trace," "Tracing," "Founder," "Gorilla Lift," "8 Point Plank," "Windmill" and "Woodpecker" when used in connection with physical training techniques, exercises and movements (collectively the "Marks"). You acknowledge that in the absence of separate written approval by Foundation Training you are not granted a license or any right to use any of the Marks except to the extent set forth on the Marketing and Branding Guidelines Exhibit attached hereto. To protect and preserve the goodwill and image of the Marks and the Foundation Training method and brand, you shall avoid deceptive, misleading or



unethical practices that are, or might be, detrimental to Foundation Training, the Foundation Training Method, other Foundation Training Certified Instructors or the public.

5.2. Copyrights. U.S. Copyright laws and international treaties may also afford protection to all or certain material elements of the following, in all of which Foundation Training claims copyrights: the Foundation Training Method; all material provided in the Instructor Training or in connection with any other instruction; and all publications of or by Foundation Training, including, without limitation, all books, documentation, texts, audio tapes, video tapes, films, sound recordings, photographs, all copies thereof, and any and all derivative works thereof, and all changes and/or modifications thereto (the “Copyrights”). All rights, title, and interest in and to the Copyrights are the sole and exclusive property of Foundation Training. This Agreement does not provide you with title or ownership of any of the Copyrights, but only a right of limited use to the extent necessary to utilize the Foundation Training Method. Except as expressly authorized by this Agreement, publication, exhibition or demonstration of any of the Copyrights, or any portion thereof or exercise related thereto, by or through any medium or publication (electronic or otherwise), including books, magazines, film, photographs, or electronic images, is expressly prohibited. Foundation Training asserts its claim to the moral right to be identified as the author of the Copyrights.

## 6. RESTRICTIVE COVENANTS.

6.1. Reason for Covenants. You acknowledge that the Foundation Training Method, the training and assistance provided by Foundation Training in the Instructor Training and any proprietary information disclosed to you during and following the Instructor Training (the “Know-How”) are of considerable value and would not be acquired except through implementation of this Agreement. You further acknowledge that Foundation Training has devoted significant time and funds to develop and refine the Foundation Training Method. As a result, you agree that Foundation Training possesses a proprietary interest in the Know-How.

6.2. Covenants Relating to Know-How. You agree that you will not use the Know-How in any business or capacity other than in instructing individual or group physical training classes and that you will not distribute the Know-How in any form, written or electronic, without prior written permission from Foundation Training. In particular, you agree that in the absence of prior written consent by Foundation Training you will not make available to the public in any media any representation of the Foundation Training Method techniques and exercises. *(For example, without limitation, you may not upload a video containing Foundation Training Methods to YouTube or to any other publicly accessible website or platform.)*

6.3. Covenants Relating to Unfair Competition. You agree that you will not directly or indirectly compete with Foundation Training during the term of this Agreement. For purposes of the preceding sentence, you will be deemed to compete with Foundation Training if you engage in any of the following activities: 1) divert or attempt to divert any business from Foundation Training or 2) induce any Foundation Training employees to leave the employ of Foundation Training. You agree that you will not engage in any such competitive behavior during the term of this Agreement and immediately following the termination of this Agreement.

6.4. Reasonableness of Covenants. You acknowledge and agree that 1) the covenants set forth above are reasonable in both time and scope of geographic area, 2) Foundation Training's use and enforcement of covenants similar to those described above with respect to other individuals who attend the Instructor Training is a benefit to you in that it prevents others from unfairly competing with you, and 3) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of these covenants. YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THESE COVENANTS AS BEING OVERLY BROAD, UNREASONABLE OR BEING OTHERWISE UNENFORCEABLE.

## **7. TERM AND TERMINATION**

7.1. Term and Termination. This Agreement is effective until terminated by either you or Foundation Training. You may terminate the Agreement at any time by discontinuing your use of the Foundation Training Method and providing Foundation Training with written notice of termination. Upon termination of this Agreement you must comply with section 4.4 of this Agreement and the other applicable covenants set forth in this Agreement and you must destroy all Instructor Training materials, and all items related thereto, in your possession or control and all other materials pertaining to teaching the Foundation Training Method, including all copies thereof. Your Certification is automatically revoked upon your termination of this Agreement.

7.2. Grounds for Termination and Effect of Termination. Without prejudice to any other rights, Foundation Training may terminate this Agreement and revoke your Certification if you fail to comply with the terms and conditions of this Agreement. Grounds for termination of this Agreement include, but are not limited to:

7.2.1. Instructor Training. Teaching, purporting to teach, or advertising the teaching to other prospective instructors the Foundation Training Method.

7.2.2. Quality Control. Failing to comply with any quality control standards imposed by Foundation Training whether now existing or hereafter established.



7.2.3. Intellectual Property Violation. Unauthorized use of the Marks or Copyrights.

7.3. Survival. The provisions contained under the headings Limits of Certification, Proprietary Rights, Restrictive Covenants, Representations and Acknowledgements, Disclaimer of Warranty, Indemnification and General Provisions shall survive any termination of this Agreement.

## **8. REPRESENTATIONS AND ACKNOWLEDGEMENTS**

8.1. Your Good Health. You acknowledge that Instructor Training involves physical movements and methods, you represent that you are in sufficiently good health and physical condition to undertake Instructor Training, and you understand that pursuant to the section of this Agreement entitled Waiver of Liability, you are waiving any liability on the part of Foundation Training for any injury incurred by you during Instructor Training.

8.2. No Earnings Claim. You acknowledge and agree that Foundation Training has not and will not provide any estimate of earning potential with respect to you receiving Certification in the Foundation Training Method. You understand that even if you receive Certification, you possibly may not derive any income from doing so.

8.3. No Existence of a Market. You understand that Foundation Training does not represent that it will provide you with any assistance in locating clients and that Foundation Training does not guarantee that any market exists for the use of the Foundation Training Method.

8.4. No Marketing Plan. You understand that Foundation Training will not provide you with a marketing plan or sales program in connection with this Agreement or the Instructor Training or Certification.

8.5. No Refund. You understand that Foundation Training has no obligation to refund any amount that you pay if you are not satisfied with the Instructor Training. Foundation Training is only obligated to refund amounts you pay to Foundation Training to the extent set forth in the sections of this Agreement entitled Refund Policy and Your Right to Cancel.

## **9. DISCLAIMER OF WARRANTY.**

FOUNDATION TRAINING SHALL HAVE NO LIABILITY TO YOU AS A RESULT OF OR ARISING OUT OF THE FOUNDATION TRAINING METHOD, THE INSTRUCTOR TRAINING OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, INCLUDING ANY LIABILITY FOR NEGLIGENCE. FOUNDATION TRAINING MAKES NO, AND YOU RECEIVE NO, WARRANTIES,



EXPRESS, IMPLIED, STATUTORY OR IN ANY PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION. FOUNDATION TRAINING SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**10. WAIVER OF LIABILITY.** As a material inducement to admit you to Instructor Training and a material factor in the determination of the tuition charged therefore, you hereby waive any and all claims, and agree not to hold Foundation Training, including its principals, employees, agents, representatives, successors, assigns, partners, and instructors, responsible for any injuries, including any special or consequential damages, suffered by you or loss which you may incur that is caused in whole or in part, may arise, occur, or be attributable to: 1) a breach of any representation, warranty, or promise made by you; 2) any misstatements made by you; 3) your failure to follow the instructions of your instructor(s); 4) your failure to disclose in writing any physical impairment or condition of yours; 5) your inability or failure to satisfactorily complete the Instructor Training to Foundation Training's satisfaction; 6) the housing facilities and/or accommodations arranged for you (if any) during the time you pursue the Instructor Training; 7) the training offered and standard of instruction; 8) any accident while traveling to and from the location(s) of any Instructor Training events or activities; 9) the unavailability of a guaranteed space in a preferred Instructor Training session due to late registration; 10) interruption or termination of the Instructor Training session due to illness, acts of god, civil unrest, terrorism, or any other unforeseen circumstances; 11) any accident, injury or loss that occurs during Instructor Training on, or off of or outside of, the physical location of the Instructor Training; 12) the negligence of Foundation Training or its principals, employees, agents, representatives, successors, assigns, partners, and instructors; or 13) your participation in Instructor Training. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long a given warranty may last, so the above limitations may not apply to you.

**11. INDEMNIFICATION.** You agree to indemnify, defend and hold Foundation Training and its affiliates, principals, employees, agents, representatives, successors, assigns, partners and instructors harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorney's fees, arising out of or resulting from 1) your breach of this Agreement; 2) your negligence, recklessness or willful misconduct; or 3) your assertion of a claim contrary to the provisions of the Waiver of Liability section of this Agreement.

**12. REFUND POLICY.** Students must go through an application process and then are permitted by invitation only to participate in the Instructor Training, because: 1) the facilities can accommodate only a limited number of students; 2) there are more applicants than spots available; 3) students are provided the opportunity to learn the Foundation Training Method from master instructors who developed the Foundation Training Method; and 4) Instructor Training is offered only limited number

of times each year. For these and other reasons, if a student were to quit Instructor Training he or she will have taken a spot that another deserving prospective student could have taken and which will not be able to be filled by Foundation Training. Commitment to the program is therefore mandatory. Foundation Training offers prospective students the opportunity to learn about Instructor Training and what it involves prior to applying. In the event a student voluntarily decides not to participate in Instructor Training and communicates such decision to Foundation Training in writing at least seven (7) days prior to the first day of Phase 1 online education ("Day 1"), the student is entitled to receive his or her tuition fee back, in its entirety, less any credit card processing fees, regardless of the student's reason for leaving and deciding not to participate in the Instructor Training. However, after seven (7) days prior to Day 1, a student that voluntarily leaves or decides not to participate in Instructor Training is not entitled to any refund, in whole or in part, of the tuition fees. This policy is necessary for the reasons stated above, and has been adopted by Foundation Training based on each student's representation that he or she has committed to the program.

**13. YOUR RIGHT TO CANCEL.** In accordance with Florida laws, Foundation Training is required to disclose that an application for admission becomes a legally binding agreement when signed by an applicant and accepted by Foundation Training.

However, newly registering students have the right to request a refund of all monies paid, less any credit card processing fees, seven (7) days prior to Day 1 of the online education portion, as described in the section of this Agreement entitled Refund Policy. Refunds due under the terms of the refund policy will be provided within fifteen (15) days of the date of that student's written request for cancellation.

Accordingly, requests for cancellation must be made in writing to [certification@foundationtraining.com](mailto:certification@foundationtraining.com). If you cancel or withdraw early, you must return to Foundation Training any materials you have received from Foundation Training and you may not retain any copies whatsoever.

**14. GENERAL PROVISIONS.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to the conflicts of law provisions thereof, as they are applied to agreements entered into and to be performed entirely within the State of Florida. Any action you, any third party, or Foundation Training brings to enforce this Agreement or in connection with any matters relating to the Instructor Training or the Foundation Training Method shall be brought only in either the state courts located in Broward County, Florida, or the federal courts located in the Southern District of Florida, and you expressly consent to the jurisdiction of said courts. The prevailing party in any dispute concerning this Agreement shall be entitled to recover from the other party its reasonable attorney's fees and costs. If any provision of this Agreement shall be

unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire agreement and understanding between you and Foundation Training and supersedes any prior or contemporaneous agreements or understandings, whether written or oral, relating to the matters contained herein, and such agreement and understanding may be altered or amended only by a writing signed by both parties hereto. You may not assign this Agreement nor any of your rights or responsibilities under this Agreement. This Agreement may be assigned by Foundation Training. All provisions of this Agreement which by their nature survive termination of this Agreement shall so survive.

**15. TUITION.** The tuition fee for the Instructor Training and any related fees such as any applicable fees are set forth on the Tuition Exhibit attached hereto, and the fees must be paid as set forth on such Exhibit.

My signature below certifies that I have read, understood, and agreed to my rights and responsibilities set forth in, this Agreement, and that the cancellation and refund policies have been clearly explained to me.

I also understand that this Agreement becomes a legally binding instrument when signed by me and by Foundation Training.

\_\_\_\_\_  
PRINT NAME

Foundation Training, LLC

By: Dustin DeRyke

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
EMAIL

PHONE NUMBER \_\_\_\_\_



## TUITION - Exhibit A

Foundation Training Certification - Level 1

\$3,500.00 USD

# Coursework & Community - Exhibit B

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## The Foundation Training Family

Welcome to the Foundation Training Family! We are very excited to have you as part of our community of health conscious individuals. There are many ways to be a part of our team. Our community of ambassadors is made of up of the following:

**Affiliates** – qualified individuals or businesses who promote and share Foundation Training but are not certified instructors or licensed partners. They represent the majority of our community and play an important role in spreading Foundation Training around the world.

**Student Instructors** – have completed the coursework for Level 1 Certification and are in our community sharing Foundation Training with clients, friends and family as they complete their student training hours.

**Certified Instructors** – have completed the requirements for their respective level of Certification and have been approved by Foundation Training to teach as Certified Instructors.

**Licensed Partners** – qualified entities that have demonstrated a high degree of proficiency in Foundation Training, are aligned with our business principles and desire to integrate Foundation Training into their business and/or identity.

**Foundation Training Corporate Team** – our corporate team is made up of Eric Goodman (Founder & CEO), Paul Mathieu (Management & Production), Dustin DeRyke (Creative Director), Jessie Salas (Training Director), and Alli Cost (Program Director).

*“We are thrilled to continuously expand our Foundation family.  
Welcome to the team.”*

- Dr. Eric Goodman

# Level 1 Certification Components

Foundation Training Level 1 Certification is made up of three phases:

## Phase 1

- 6 week online education and coursework

## Phase 2

- 2 day in-person training course offered on several dates and locations (both in the U.S. and abroad) throughout the year

## Phase 3

- Student Teaching Hours
- Video testing and review session (via Zoom, FaceTime, etc.) with a FT core educator.

## Phase 1 and 2 Details:

### Coursework

Both the online and in-person courses comprise lectures and practice with Dr. Eric Goodman, creator of Foundation Training, and several of FT's Core Educators. Presented is the Foundation Training philosophy in detail, learning to integrate the work in your own body, and how to begin teaching it to others. Upon completion of the coursework, participants become "Student Instructors".

## Phase 3 Details:

### Student Teaching - 50 Hours

The most effective way to learn how to teach is by teaching! Upon course completion we encourage you to start teaching as soon as possible while the information is still fresh in your mind and body. If you aren't feeling ready to work with paying clients or in a class setting, start working with friends and family members. In most cases (depending on your background and prior teaching experience), it takes about 50 practice teaching hours to become a "fluent" Foundation Training Instructor.



### Video testing & review session

Upon completion of your practice teaching hours we ask that you schedule your testing (within 6 months of completion of your 2-day course). Some of the things that will be reviewed will be your ability to set up each exercise, client safety, effective cuing and communication with your client, and purposeful use of each exercise. Please schedule your video testing by email to [certification@foundationtraining.com](mailto:certification@foundationtraining.com)

### Certification Agreement

In order to be officially recognized as a “Certified Foundation Training Instructor” you must read, agree to and sign this FOUNDATION TRAINING INSTRUCTOR TRAINING & CERTIFICATION AGREEMENT.

# Marketing & Brand Guidelines - Exhibit C

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## How to Use the Foundation Training Logo

As a “Student Instructor” or a “Level 1 or 2 Certified Instructor” you may use the Foundation Training Logo to advertise Foundation Training programs or services that you or your business are providing. It is a depiction of the Foundation Training brand and should be used in that manner. It should be used as a depiction of what you do, not a depiction of who you (or your company) is partnered with.

For example, you could create a business card with your name and company logo as the focus of the card. In the bottom corner you could have a small version of our logo with the words “Certified Foundation Training Instructor” next to it. Or a flier for your services could have your company name and logo with a Foundation Training logo and something that says, “Now offering Foundation Training Classes”.

- Use of the Foundation Training logo should be limited to promotional pieces for appropriate offerings by you as a Certified Instructor.
- As a Certified Foundation Training Instructor, the logo should not be used on products of items for resale.
- Graphic devices, such as outlines, drop shadows, etc. should not be used.

### Logo Versions



## Tag Lines

There are several tag lines currently in use:

- Expand, Elevate, Evolve
- From Pain to Performance
- I Don't Care What It Looks Like, It Just Feels Good

They may be used in text as part of a title, or part of the content of a piece of collateral.

All tag lines must be accompanied by the Foundation Training logo somewhere on the marketing collateral it is being used on as in the sample below.



## Titles and Credentials

We ask that until you have completed Phase 3 of certification, and received appropriate approval from Foundation Training, you refer to yourself as a “Student Instructor”.

### EXAMPLES:

Jane Smith, Foundation Training Student Instructor

Jane Smith, Student Instructor, Foundation Training

Once you have completed all the requirements and received final approval you can then refer to yourself as a “Certified Foundation Training Instructor, Level 1” or “Level 1 Certified Foundation Training Instructor”. We realize this is quite a mouthful, so in listing your credentials feel free to use “CFTI, Level 1”.

## Use of Foundation Training Name

The words “Foundation Training” should be used to describe what you do - not define who you are. What you can’t do is define yourself or your business as “Foundation” or “Foundation Training”, as it pertains to this work, in the realm of health and fitness. From the outside looking in, we want to make sure that there is clear delineation between the Foundation Training company, and those who are instructors of the work.

### CORRECT EXAMPLE:

John Doe, Certified Foundation Training Instructor, Level 1 *or* John Doe, CFTI-Level1

### INCORRECT EXAMPLES:

Foundation Training by John Doe

Foundation Training of San Diego *or* Foundation Wellness



## Website Domain Names

Maintaining differentiation between the Foundation Training company and its instructors is important when it comes to establishing online identities. When establishing your company's website name, please remember that all of the naming guidelines listed above still apply. The words "Foundation" or "Foundation Training" as it applies to this work may not be used in the URL of your website.

## Social Media

### Official Foundation Training Handles

Facebook    **@foundationtraining1**

Instagram    **@foundationtraining**

YouTube    **DoAFounder**

Twitter    **@FoundationTrng**

### Social Media Handles

All of the previously listed guidelines on the use of the Foundation Training name apply to all social media handles. If you would like to create a social media handle to promote your services please use "Foundation Training Instructor" alongside your own name. Foundation Training is a trademarked name and its pieces or entirety should not be used as part of your social media handle outside of these guidelines.

#### CORRECT EXAMPLES:

Foundation Training Instructor – Jane Doe

Jane Doe – Foundation Training Instructor

Please be sure to mention somewhere whether you are certified *or* a student instructor for public knowledge.

#### INCORRECT EXAMPLES:

Foundation Training – John Doe

Foundation Training Santa Barbara

Foundation Fitness

## Use of Foundation Training - online platforms

While we encourage the use of social media for advertising and marketing, Foundation Training Students and Instructors may not use Foundation Training Methods to teach online publicly - in either a commercial or personal nature. We do allow - and encourage - private training sessions with clients via Zoom, FaceTime, and similar video chat platforms.

### **Unlicensed and prohibited Foundation Training use online includes:**

- posting FT videos on YouTube or any similar platform
- creating FT training videos and offering them on a streaming platform or app
- creating FT training photographs and posting for the purpose of instruction - as opposed to marketing and promotion
- re-posting private Zoom training sessions as publicly available videos (at cost or free)
- allowing unauthorized access to Foundation Training's streaming site and materials ([stream.foundationtraining.com](http://stream.foundationtraining.com))

I have read and agree to the terms and conditions contained in the Exhibits above.

---

SIGNATURE

## Benefits of Being a Foundation Training Certified Instructor

- Opportunity to be listed on the “Find a Trainer” page of our company website [foundationtraining.com](http://foundationtraining.com)

To be listed - email the following to [dustin@foundationtraining.com](mailto:dustin@foundationtraining.com)

Name, Address (if you have a physical location for your training), City, State, Zip, Phone Number and/or Email Address and a URL you would like to link potential clients to. You may also include additional credentials you have, and whether you offer private or group sessions.

- Access to the private Certified Instructor Facebook page, where you'll be able to interact with other instructors as well as the Foundation Training team.
- Discounts on future educational programs.
- Priority enrollment for you and your referrals in future educational events.
- Access to support materials and content updates as they are available.

We would love to highlight you and your work! As a Certified Instructor you will be considered for features on our social media pages. Send us high-quality, interesting photos, videos, or testimonials and you may see yourself online! Please send all materials to [social@foundationtraining.com](mailto:social@foundationtraining.com)



## Frequently Asked Questions

### **1. If I purchased a URL does this mean I own that name?**

You may own the domain, but the use of "Foundation Training" in your domain is unlicensed and against our policies.

### **2. If I become a Certified Instructor, does this mean I can certify people to be Foundation Training Instructors?**

No. Only Foundation Training Corporate can certify people. The only way to obtain a Foundation Training certification is to come to one of our certification courses.

### **3. Can there be more than one Certified Instructor in one town, city, state, neighborhood?**

Yes. We do not limit the number of instructors in any given area. Almost any town or city has enough people to support numerous instructors. It is our belief that the more instructors there are in one area, the more public awareness there will be of Foundation Training and the better it is for everyone. In the best examples of this we have seen instructors work together, pooling resources, ideas, and outreach capabilities to increase traffic (and fun) for all involved.

### **4. What material from Foundation Training can I use on promotional items like t-shirts, my store front, my website, etc.?**

You can link to anything on the main Foundation Training site, but you CANNOT download our material and host it on your own site (e.g., videos, content, etc.) You may not distribute any content from the instructor page that is not already publicly available on the website or elsewhere.

As a Foundation Training Instructor, you can purchase t-shirts and other promotional items, but you are not allowed to use our logo to create any items for re-sale. Logos and/or slogans associated with Foundation Training may not be used without prior permission from the company.

### **5. How do I market my business?**

Think quality, excellence, caring. So far the very best marketing strategy we have seen is to be the best instructor you can be. Care about the progress of your clients and give them the best training and information possible. Our most successful instructors find caring genuinely for one client at a time and word of mouth to be the most powerful marketing tools.

## **6. If I am a Certified Foundation Training Instructor, how can I use the name legally?**

As an instructor, you can and should say that you use Foundation Training methods, and that you're part of the extended Foundation Training family, but you may not represent yourself directly or indirectly as a representative of Foundation Training, LLC. You can call yourself a Certified Foundation Training Instructor. You may list your Foundation Training qualification on a business card, resume, or website bio/qualifications type of page.

## **7. Can I set my own rates?**

Yes.

## **8. What should I charge?**

There is no set amount you need to charge. But remember you are offering a professional service that very few people in the world (at this point) can offer. We have seen Level 1 Instructors charge anywhere from \$40-\$65 per session.

## **9. Should I send in videos and photos?**

Definitely! If you think you've got a good video or photo to share with our community please contact [social@foundationtraining.com](mailto:social@foundationtraining.com)

## **10. What are the guidelines for video submissions?**

We're interested in all aspects of Foundation Training. Proper (not necessarily perfect) technique is essential. Shoot outside or with great indoor lighting. Use a tripod whenever possible. If you know how to edit video and have a vision for your video, by all means send a finished product. Otherwise, submit raw footage and we'll edit it when we can. (We're always looking for good content!)