

## INSTRUCTOR'S CONTRACT

THIS AGREEMENT made and entered into by and between Kim's Academy of Tae Kwon do of San Antonio, Texas, hereinafter called "Kim's Academy" and \_\_\_\_\_, hereinafter called "Instructors":

WHEREAS Kim's Academy is engaged in the business of operating an academy for the instruction and training in the sport of Tac Kwon Do (Karate) with related exercise and health programs and facilities; and WHEREAS, Kim's Academy, as additional inducement to Instructor, has agreed to reveal to Instructor its trade secrets and method of operation; and

WHEREAS the Instructor has in the past pursued a course of instruction with Kim's Academy of San Antonio; and

WHEREAS the Instructor is desirous of conducting classes under the authorization of Kim's Academy from time to time at various places in the State of \_\_\_\_\_ ; and

WHEREAS Kim's Academy can provide certain ongoing leadership, advice, facilities and new instructional techniques and has developed unique forms and methods for the selling and advertising of the programs offered by it, unique methods of instruction and training, unique business policies and practices, and special knowledge in the design of the physical facilities and related equipment; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements reserved herein and other valuable considerations, the receipt of which is hereby acknowledged, it is understood and agreed by and between the parties as follows:

1. That the instructor is authorized to instruct in certain geographical areas designated and approved from time to time by Kim's Academy and specifically In Mook Kim, 4447 Thousand Oaks, San Antonio, Tx.

2. That the Instructor agrees that he will not instruct in any geographical areas other than those designated and approved from time to time by Kim's Academy;

3. During the term of this Agreement, the Instructor shall not, except with the express written consent of Kim's Academy, engage in any business the same or similar as the business covered by this Agreement and for a period of three years after the termination of this Agreement, the instructor shall not, except with the written consent of Kim's Academy, engage in any similar business at any place within Fifty (50) miles of the geographical areas in which he taught, or within Fifty (50) miles of any city or town in which Kim's Academy is doing business, or in which a franchisee of Kim's Academy is operating. The parties recognize that irreparable injury will result to Kim's Academy, its business and property in the event of breach of this Agreement by the Instructor. It is agreed that in the event of such breach, Kim's Academy shall be entitled in addition to any other remedies and damages available to it, to an injunction to restrain the violation thereof by the Instructor, his agents, servants, employees, employers and all persons acting for or with him. The instructor represents and admits that in the event of termination of this Agreement for any cause whatsoever, the Instructor's experiences and capabilities are such that employment in business engaged in other pursuits or of a different nature can be obtained by him and that enforcement of a remedy by way of injunction will not prevent the Instructor from earning a livelihood.

4. Trade Secrets. Instructor acknowledges the proprietary rights of Kim's Academy in and to its methods of business, business practices and forms, methods of Tae Kwon-do Karate instruction and training, methods of advertising and selling and special designs for the layout of physical facilities and related equipment, together with the good will now or hereafter thereto attached, and that the materials now or hereafter provided and/or revealed to Instructor under and pursuant to his employment constitute trade secrets of Kim's Academy revealed in confidence hereunder, are a valuable asset of Kim's Academy, and that no right is given or acquired to use or duplicate the methods and practices of Kim's Academy or any portion thereof elsewhere than on the premises of Kim's Academy, Instructor covenants and agrees to keep and respect the confidences hereunder reposed, and shall not divulge the same to other persons. Instructors acknowledges that violation of the confidences reposed herein will subject to liquidated damages in the amount of \$10,000.00 for the original disclosure and in addition thereto \$150.00 for each day of use following

disclosure. "Instructor further Acknowledges that the names Kim's Tae Kwon Do and Kim's Academy are trade names which Instructor is being permitted to use during the duration of this agreement and that this agreement does not give Instructor any right to use said trade names without the specific consent of Kim's Academy. In the event that Instructor breaches this agreement, Instructor specifically agrees and understands that he shall immediately cease the use of such trade names without further notice or action on the part of Kim's Academy."

5. The Instructor agrees that all students taught the martial art of Tae Kwon Do (Karate) will immediately upon attending the first lesson pay an amount in the sum of Forty Dollars and no/100 (\$40.00) to Kim's Academy., San Antonio, Texas, as a membership fee to become an associate member of American Chung Do Kwan Tae Kwon Do Association; that the membership fee is an annual fee and must be paid each year from the time of joining class. The Instructor recognizes and acknowledges that the list of Kim's Academy students, as it may exist from time to time, is a valuable, special, and unique asset of Kim's Academy's business, the Instructor will not, during or after the term of his employment, disclose the list of the Kim's Academy's students or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever. In the event of breach or threatened breach by the Instructor of the provisions of this paragraph, Kim's Academy shall be entitled to an injunction restraining the Instructor from disclosing, in whole or in part, the list of the Kim's Academy students, or the rendering of any services to any person, firm, corporation, association, or other entity to whom such list, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein shall be construed as prohibiting Kim's Academy from pursuing any other remedies available to Kim's Academy for such breach or threatened breach, including the recovery of damages from the Instructor.

The associate membership fee entitles the Instructor's Students to the following benefits:

a. So long as they are paying the Instructor a monthly instruction fee, the students are entitled to practice free at any Kim's Academy in any other location.

b. So long as they are paying the Instructor a monthly instruction fee, the students are entitled to attend and participate in tournaments sponsored by Kim's Academy, so long as the ordinary entry fee is paid.

c. So long as they are paying the Instructor a monthly instruction fee, the students will be entitled to attend special clinics for a fee, so long as the ordinary clinic fee is paid.

d. So long as they are paying the Instructor a monthly instruction fee, the students will be entitled to attend special camps to sharpen their skills, said camps held from time to time in the State of Iowa, upon the payment of the ordinary charge for food, lodging and for a fee.

6. The Instructor agrees that upon the receipt of the Forty Dollars (\$40.00) associate membership fee from each student, that he shall immediately forward the associate membership fee together with the names and addresses of the proposed associate members on forms provided for him by A.C.T.A.

7. It is agreed between the parties, that this Agreement shall not constitute an employment contract, a contract of agency, a partnership, an association or a joint venture, and it is not to be construed to create a master-servant relationship, but that the Instructor shall be an independent contractor for all purposes hereunder.

8. It is further agreed between the parties that the Instructor shall carry his own liability insurance and previous to teaching any classes, forward proof of the fact that he is insured in a sum subject to the approval of Kim's Academy to Kim's Academy at their home office as above-stated.

9. It is agreed and understood between the parties that the Instructor holds a \_\_\_\_\_ degree black belt and that he will continue to study, practice and sharpen his skills in the martial art of Tae Kwon do Karate under the direction of Kim's Academy and in the event that the Instructor does not progress in a manner satisfactory to Kim's Academy then this contract may be terminated at will by Kim's Academy, only. Instructor acknowledges that Kim's Academy and the American Chungdo Kwon Tae Kwon Do Association have promulgated rules and regulations as guidelines to instructors and students who are members of the A.C.T.A. Instructor hereby agrees to abide by said A.C.T.A. regulations and acknowledges that in the event instructor violates any A.C.T.A. rules or regulation that said violation shall be a breach of this agreement.

10. It is agreed and understood between the parties that through the academy and American Chungdokwon Tae Kwon Do Association as provided and issued to instructor certificates that denote instructors current black belt rank and that instructor is certified as an A.C.T.A. Tae kwon Do Instructor. Further, that Kim's Academy and the A.C.T.A. have provided and issued to instructor a specially embroidered black belt which denotes rank, name and membership with the A.C.T.A. The parties agree that in the event that there is a breach of this agreement by instructor or if instructor violates the rules and regulations promulgated by the A.C.T.A., or misuses said certificates or embroidered black belt, that upon written notice to instructor by Kim's Academy, instructor shall immediately return all certificates and belts provided and issued to instructor.

11. Severability Any provision of this Agreement prohibitive by law or any decree, in any locality or state, shall be ineffective to the extent of such provision without in any way invalidating or effecting the remaining provisions of this Agreement. within states or localities where not prohibited by law or Court Decree.

12. Waiver of Breach. Any forbearance, delay or omission by any of the parties hereto or their agents in enforcing the rights, duties, obligations or powers contained herein arising out of any breach or default by either party hereto shall not operate or be construed as a waiver of any subsequent breach of that party.

13. Amendment. This Agreement may be amended at any time by the unanimous approval of the parties hereto, provided said Amendment is placed in writing, signed by all the parties hereto and attached to this original Agreement.

14. Construction. This Agreement has been negotiated and shall be construed in accordance with the laws of the State of Texas.

15. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and be sent to the last known business address of each party which presently are as follow:

*Kim's Academy of Tae Kwon-Do  
4447 Thousand Oaks.  
San Antonio, Texas 78218*

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\_\_\_\_\_  
\_\_\_\_\_

16. Attorney's fees. In the event that any legal action or other proceeding is necessary in any court to enforce the terms and provisions of this agreement, Instructor and Kim's Academy agree to pay the expenses incurred in attorney's fees of the prevailing party in connection with such proceeding or action."

17. Term. The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2017, and shall be perpetual

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

KIM'S ACADEMY OF TAE KWON-DO

\_\_\_\_\_  
*Signature of Parent or Guardian (if under 18 yrs)*  
By: \_\_\_\_\_  
*In Mook Kim, President/Secretary*

\_\_\_\_\_  
*Instructor*