

## COVENANT NOT TO COMPETE CLUBDANCE INSTRUCTOR

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between Capitol Racquet Sports Inc, d/b/a Courthouse Club Fitness ("Courthouse") and \_\_\_\_\_ ("instructor").

Instructor acknowledges that Courthouse operates the preeminent fitness facilities in Salem, Oregon. Instructor agrees that Courthouse is allowing instructor access to members and information regarding Courthouse's training methods and CLUBDANCE format by training said instructor.

In consideration of the training and certification obtained by instructor and the training afforded by Courthouse, and all other consideration incident to certification with CLUBDANCE and Courthouse as a **CLUBDANCE Instructor**, instructor covenants and agrees as follows:

1. Instructor shall not engage in the business or actions of CLUBDANCE instructor, directly or indirectly, as an individual, partner, principal, agent, employee, or independent contractor, or in any other relation or capacity whatsoever within a 20 mile radius of Salem, Oregon unless contracted by Courthouse Club Fitness. In the event of instructor's termination or resignation as a **CLUBDANCE Instructor**, instructor shall not engage in the business or actions of CLUBDANCE instructor, directly or indirectly, as an individual, partner, principal, agent, employee, or independent contractor, or in any other relation or capacity whatsoever.

2. Instructor acknowledges that Courthouse may suffer immediate and irreparable injury in the event of a breach by instructor of any covenant contained in this Agreement. Accordingly, in the event of a breach or threatened breach by instructor of any provision of this Agreement, Courthouse shall be entitled to an injunction restraining instructor from committing such breach or threatened breach. Such remedy shall be in addition to any other remedies to which Courthouse may be entitled at law or in equity, up to and including money damages. The injunction may be granted by an arbitrator.

3. The Parties agree that confidentiality is a material part of this Covenant. If any dispute arises between the Parties regarding the breach, enforceability or construction of this Covenant, they agree to arbitrate the dispute. The ruling by the arbitrator shall be final and without appeal. Instructor understands that instructor is waiving any rights to a jury trial on the matters submitted to arbitration. The arbitrator's fee will be split equally between the Parties. If the instructor for any reason fails to participate in the arbitration, then his or her breach of this Covenant shall be deemed conclusively established and Courthouse shall be entitled to relief as requested. The Parties specifically agree that the arbitrator shall have the right to

enter injunctive relief and such other equitable relief as he would be entitled to under the laws of the state of Oregon.

4. Instructor understands and agrees that this Covenant Not to Compete is not an employment contract. Moreover, the policies expressed herein are not promises of specific treatment.

5. In the event any action, arbitration is brought to enforce the provisions of this Covenant, the prevailing party shall be entitled to reasonable attorneys' fees and all other costs and expenses reasonably incurred, including the arbitrator's fee. This Covenant shall be construed by reference to the laws of the state of Oregon governing contracts made and to be performed in such State.

6. All of the terms and provisions of this agreement shall be binding upon the parties hereto, and their respective successors and assigns, and such terms and provisions may be modified only by a writing signed by all of the parties hereto.

7. If any provision, or any part of a provision, included within this agreement is determined by any court having jurisdiction to be invalid or unenforceable, it shall be deemed severed without affecting the validity or enforcement of the remaining provisions of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Covenant Not to Compete as of the date first above written.

**Instructor:**

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**Capitol Racquet Sports Inc.  
d/b/a Courthouse Club Fitness and  
CLUBDANCE**

**By:**-----

**Its:**-----