This Agreement (“Agreement”) is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, YYYY by and between the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (the “IAFF”), a 501(c)(5) non-profit organization with a principal place of business at 1750 New York Avenue, NW Washington, D.C. 20006, PERFORMANCE REDEFINED CORPORATION (“Performance Redefined”) with a principal place of business at 43 Montye Avenue, Toronto, Ontario and Fire Department Name, organized and existing under the laws of STATE, with a business address of ADDRESS.

WHEREAS, the IAFF in partnership with Performance Redefined has developed and teaches the Fit To Thrive 101: Fitness Principles and Practice Course;

WHEREAS, Fire Department Name desires to provide the Fit To Thrive 101: Fitness Principles and Practice Course to its members;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the parties agree as follows:

Article 1 The IAFF and Performance Redefined shall provide the Fit To Thrive 101: Fitness Principle and Practice Course (“Course” or “F2T 101 Course”) to Fire Department Name (“Host Site”) employees as provided in this Agreement. The tentative dates of the Course shall be MONTH DD-DD,YYYY. The Host Site will be consulted on all details before the dates are finalized.

The F2T 101 Course is a four-day course and provides the knowledge and skills needed to (1) serve as a Peer Fitness Trainer and (2) improve the successful candidate’s ability to assess, design, implement, and evaluate exercise sessions for their peers with varying interests.

The F2T 101 Course is designed using the latest research on fire fighter health and wellness, exercise science and the prevention of injuries. Courses will be taught by IAFF Fit To Thrive (“F2T”) Instructors. The course will begin at 8:00 am and end at 5:00 pm on most days provided that all of the learning objectives for that day are covered. One hour will be given for lunch. The course will be taught using a combination of teaching styles (lecture, reflection, discussion, observation, and demonstration), small and large group learning activities and skill-building experiences, and hands-on exercise sessions. The F2T 101 Course exam will be administered asynchronously online 28 days after the last day of the course.

Participants who attend the four-day course and achieve a passing score on the F2T 101 exam will be recognized with the distinction of IAFF F2T Peer Fitness Trainer (“PFT”). Individual certificates will be awarded once participants complete the exam and a passing score has been confirmed by Performance Redefined. If a participant fails to meet the passing criteria, they will be given up to two additional opportunities over the ensuing 6 months to successfully complete the exam. Any participant who is unsuccessful in meeting the criteria to become a PFT will be awarded with a Wellness-Fitness Ambassador (WFA) Certificate and be given the distinction of Wellness-Fitness Ambassador.

Article 2 The Host Site will be a host site for up to 25 participants, and the Host Site shall pay a fixed fee of $24,975 in U.S. funds (or CAD equivalent) (“Fee”). Additional participants can be registered up to a maximum of 35 at $999 USD per participant.

The hosting fee includes all required course manuals and equipment.

An initial deposit of $10,000 USD will be due 30 days following the confirmation of Course dates. The remaining balance will be due 30 days after the last day of the Course. If the deposit is not paid within 30 days of confirming Course dates, the Host Site forfeits its right to host the Course. Payment is required in full before participants will be provided their exam results and PFT Certificates.

If the Host Site does not have 25 participants, it may also consider contacting neighboring IAFF affiliates and departments to seek additional participants. In these cases, the Host Site may collect a $999 USD registration fee from each added participant to offset the training cost. Alternatively, interested parties may register with Performance Redefined online at <https://performanceredefined.ca>.

The hosting fee covers the costs for two IAFF F2T Instructors, the standard F2T 101 Course Equipment Package, student manuals, F2T 101 Exam materials, F2T PFT Certificates, and a 2-year F2T membership, which includes a suite of resources such as peer-to-peer education tool-kits, exercise program, and sample promotional materials.

The Host Site may opt out of select components of the F2T 101 Course Equipment Package up to a maximum of $5,000 USD should they be able to demonstrate proof of equivalent. The IAFF reserves the right to deem any equipment unsuitable for use during the Course.

The hosting fee shall include shipping of any materials necessary (Duty/Broker fees for shipping across border not included) to teach the Course and all travel-related expenses for Course Instructors (including airfare, hotel accommodations, and ground transportation).

Payment shall be made by check, money order, electronic fund transfer or credit card (VISA, MasterCard, American Express, or Discover only). Checks or money orders, in U.S. funds, shall be made payable to either the International Association of Fire Fighters or Performance Redefined Corporation.

The course fee is non-refundable.

Article 3 The Host Site shall provide a facility (“Course Site”) to the IAFF and Performance Redefined to teach the Course at no charge to the IAFF or Performance Redefined. The Course Site used to deliver the F2T 101 Course shall meet the following requirements:

* Facility with at least 3,000 Sq.Ft. of open space to accommodate both the classroom and hands-on experiential learning modules (IAFF and Performance Redefined will ask for dimensions and videos to verify)
* Out of concern for fire fighters’ increased risk of cancer, the IAFF will NOT conduct the hands-on experiential portion of the class in an apparatus bay.
* Desks/tables and chairs to seat a minimum of 25 students, plus 2 Course instructors.
* The classroom must be free of distractions and at a comfortable temperature for the students.
* LCD projector with screen in classroom space, computer with external speakers, and a reliable internet connection.
* 2 poster size flip charts with paper pads OR 5 portable dry erase boards with 10 large black markers.
* 10 wooden dowels (4-5ft longs X 1 ¼ - 1 ½ inch diameter) – found at local hardware store.

Article 4 Once a course date has been confirmed, the course cannot be postponed due to a lack of registrants. The course may only be postponed or canceled due to the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to perform under this Agreement. If a course is postponed under this Article, the Host Site can reschedule a future date. The IAFF or Performance Redefined will not be responsible for refunding any expenses incurred by the Host Site or any other individual or entity should a postponement or cancellation occur under this Article.

Article 5 The Host Site will designate an event point of contact that will review local and state or provincial level COVID-19 guidelines and requirements. The event will comply with all local and state or provincial guidelines. The Host Site also recognizes that COVID-19 guidelines are subject to change without notice, and that the IAFF reserves the right to change these requirements at any point prior to, or during the delivery of an F2T 101 Course.

Article 6 To ensure that the F2T 101 Course is delivered as intended by the IAFF and Performance Redefined, it can only be delivered by IAFF F2T Instructors appointed by the IAFF General President. Any use of the IAFF Fit To Thrive Program that is inconsistent with this Agreement is a violation of the IAFF copyright on this IAFF Fit To Thrive Program.

Article 7 Each party will indemnify, defend, and hold the others harmless from any loss, liability, costs, or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence, or intentional misconduct of such party or its officers, directors, employees, agents, or participants. No party will be liable for punitive damages. IAFF and Performance Redefined will not be held liable for damages arising from program cancellations or delays due to the COVID-19 pandemic or local, state, or provincial restrictions as a result of the COVID-19 pandemic.

If the IAFF and/or Performance Redefined is found liable by an arbitrator or court of competent jurisdiction to the Host Site (or to any others for whom Services are provided) for an action under this Agreement, or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, the IAFF's and/or Performance Redefined’s liability to the Host Site (or to any others for whom Services are provided) will be several, and not joint and several with such others, and will be limited to the IAFF’s and/or Performance Redefined’s fair share of that total loss or damage, based on the IAFF’s and/or Performance Redefined’s contribution to the loss and damage relative to the others’ contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time will affect any assessment of the IAFF’s and/or Performance Redefined’s proportionate liability hereunder, nor will settlement of or difficulty enforcing any claim, or the death, dissolution, or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

Article 8 The Course, and any written, printed, graphic, or electronically or magnetically recorded information developed in accordance with this Agreement, shall be the sole and exclusive property of the IAFF or Performance Redefined based upon Paragraph 5 (Work for Hire) of the Independent Contractor/Consultant Agreement between IAFF and Performance Redefined. In addition, any written, printed, graphic, or electronically or magnetically recorded information furnished by the IAFF or Performance Redefined for use in carrying out the provisions of this Agreement are the sole property of the IAFF and/or Performance Redefined based upon Paragraph 5 (Work for Hire) of the Independent Contractor/Consultant Agreement between IAFF and Performance Redefined.. The IAFF or Performance Redefined own the proprietary rights to this Program based upon Paragraph 5 (Work for Hire) of the Independent Contractor/Consultant Agreement between IAFF and Performance Redefined. This proprietary and confidential information includes, but is not limited to, Course Materials, client lists, marketing information, and information concerning the IAFF’s/Performance Redefined’s employees, donors, benefactors, products, services, prices, operations, and subsidiaries not otherwise available in the normal course of events. The Host Site will keep this information in the strictest confidence, and will not disclose it by any means to any person except with the IAFF’s written approval, and only to the extent necessary to perform under this Agreement. This prohibition also applies to The Host Site’s employees and agents.

Article 9 The IAFF and Performance Redefined have copyrighted the F2T 101 course in order to prevent unauthorized use of the F2T 101 course materials. The IAFF and Performance Redefined own the exclusive rights to reproduce copies of the F2T 101 course; to prepare derivative works from the F2T 101 course; to distribute the F2T 101 course to the public; and to publicly display this work. The copyright on the F2T 101 Course is registered with the United States Copyright Office. Because of this registration, the IAFF and Performance Redefined may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and statutory damages, including attorneys’ fees and litigation costs. The IAFF’s/Performance Redefined’s copyright on the F2T 101 course is also afforded complete protection in Canada pursuant to the Universal Copyright Convention. The IAFF and Performance Redefined reserves all rights under United States, Canadian, and international law for copyright infringement and for any illegal use, distribution, copying, and creation of derivative works that are not allowed by this Agreement. The IAFF and Performance Redefined may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and punitive damages.

This copyright protection extends to any derivative peer fitness trainer program that is “substantially similar” to the Fit To Thrive Program or the F2T 101 Course. The IAFF and Performance Redefined do not grant a license for the creation of derivative works, or works that are based on whole or in part on the F2T 101 Course. This includes works that are written as well as oral.

While the IAFF may permit the reproduction and reprinting of the F2T 101 Course materials upon request, this does not authorize the Host Site to reprint or reproduce, in whole or in part, the F2T 101 Course materials. Specific, written permission is necessary from the IAFF in order to reprint or reproduce the F2T 101 Course materials. The IAFF reserves all rights and remedies for copyright infringement for any illegal use, distribution, copying, or creation of derivative works that are not covered by this Agreement.

The IAFF and Performance Redefined are entitled to and will institute legal action against any infringement of their exclusive rights. The remedies for copyright infringement include obtaining an injunction to prevent further infringement and to ensure the destruction of unauthorized copies. They also include the recovery of any damages suffered by the IAFF or Performance Redefined, recovery of the profits of the infringer, and the recovery of attorneys’ fees and costs of the litigation.

Article 10 Any notices required to be given under this Agreement by any party to another must be effected in writing by personal delivery, or by mail, registered or certified postage prepaid with return receipt requested (or delivery by private carrier, *e.g.*, UPS, FedEx, with signature required). Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

Article 11 If any provision of this Agreement is: (i) held by an arbitrator or a court of competent jurisdiction to be invalid, void, or unenforceable, or (ii) invalidated by state law enacted after the parties entered into this Agreement, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article 12 The delay or failure of any party at any time to exercise any right or to seek any remedy available to the party under this Agreement, or to take any action against any breach or failure by the other party, shall not be construed to be a waiver of such right or remedy or of the right to take action against such breach or any other breach or to exercise any other right, power, or privilege.

Article 13 The Host Site is an independent entity, and neither the Host Site nor its agents or employees shall be considered employees or agents of the IAFF or Performance Redefined. This Agreement does not constitute and shall not be construed as creating a joint venture or partnership between the IAFF and/or Performance Redefined and the Host Site. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind on the account of or on the behalf of the other, except to the extent and for the purposes provided herein.

Article 14 This Agreement will be governed by and construed in accordance with the laws of the District of Columbia. The parties agree that each has drafted and reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any revision or exhibit to this Agreement.

Article 15 This Agreement constitutes the entire understanding of the parties concerning the underlying subject matter. This Agreement supersedes any and all prior agreements, either oral or written, between the parties and contains all of the representations, covenants, and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or

agreements, orally or otherwise, have been made by any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties.

Article 16 The Articles and other headings contained in this Agreement are meant to organize the document and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

Article 17 Each person signing below on behalf of any entity hereby represents, warrants, and covenants that he/she does so with full and complete authority to so bind the party on whose behalf he/she is signing, to each and every obligation set forth in this Agreement. This Agreement is:

Executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title)

PERFORMANCE REDEFINED CORPORATION

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Host Department)

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title)