



ADTC – The ULTIMATE Overnight Dance Camp!

Info@DanceADTC.com * www.AmericanDanceTrainingCamps.com

Ask Us Anything!

866-383-ADTC

ADTC Program Director Contract

1. I understand and agree that any business opportunity relating to or similar to the current or anticipated business of American School of Dance, LLC (dba “American Dance Training Camps”) – the “Company” - coming to my attention during my ADTC contract is an opportunity belonging to the Company. Therefore, I will advise the Company of the opportunity and will not pursue the opportunity, directly or indirectly, without the written consent of the Company.
2. Without the written consent of the Company, I further agree not to:
 1. Solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the current or anticipated business activities of the Company; and
 2. Directly or indirectly, engage or participate in any other business activities that the Company, in its reasonable discretion, determines to be in conflict with the best interests of the Company.
3. I acknowledge that as a result of my contract with the American School of Dance, LLC, I will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Company and which information is the exclusive property of the Company, including, without limitation:
 1. 'Confidential Information' means all data and information relating to the business and management of Company, including proprietary and trade secret technology and accounting records to which I have access, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customers. Confidential Information will also include any information that has been disclosed by a third party to the Company and governed by a non-disclosure agreement entered into between the third party and the Company. Confidential Information will not include information that:
 1. Is generally known in the industry of the Company;
 2. Is now or subsequently becomes generally available to the public through no wrongful act of mine;
 3. I rightfully had in my possession prior to the disclosure me by the Company;
 4. Is independently created by me without direct or indirect use of the Confidential Information; or
 5. I rightfully obtain from a third party who has the right to transfer or disclose it.
 2. 'Work Product' means work product resulting from or related to work or projects performed or to be performed for the Company or for clients of the Company, of any type or form in any stage of actual or anticipated research and development;
 3. 'Computer Software' which means computer software resulting from or related to work or projects performed or to be performed for the Company or for clients of the Company, of any type or form in any stage of actual or anticipated research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;
 4. 'Other Proprietary Data' means information relating to the Company's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
 5. 'Business Operations' means internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Company's business;
 6. 'Marketing and Development Operations' means marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining

business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Company which have been or are being discussed; and

7. 'Customers' means names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of the Company.
4. I agree that a material term of my contract with the Company is to keep all Confidential Information absolutely confidential and protect its release from the public. I agree not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which I have obtained or which was disclosed to me by the Company as a result of my contract with the Company. I agree that if there is any question as to such disclosure then I will seek out senior management of the Company prior to making any disclosure of the Company's information that may be covered by this Agreement.
5. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on me in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for a period of five (5) years from the date of such expiration or termination.
6. I may disclose any of the Confidential Information:
 1. To a third party where Company has consented in writing to such disclosure; and
 2. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body, however, the Contractor will first have given prompt notice to the Company of any possible or prospective order (or proceeding pursuant to which any order may result), and the Company will have been afforded a reasonable opportunity to prevent or limit any disclosure.
7. I acknowledge and agree that all rights, title and interest in any Confidential Information will remain the exclusive property of the Company. Accordingly, I specifically agree and acknowledge that I will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, intellectual property, trade-marks, or trade names, notwithstanding the fact that I may have created or contributed to the creation of the same.
8. I do hereby waive any moral rights that I may have with respect to the Confidential Information.
9. This Agreement will not apply in respect of any intellectual property, process, design, development, creation, research, invention, know-how, trade-names, trade-marks or copyrights for which:
 1. No equipment, supplies, facility or Confidential Information of the Company was used,
 2. Was developed entirely on the Contractor's own time, and
 3. Does not:
 1. Relate to the business of the Company,
 2. Relate to my actual or demonstrably anticipated processes, research or development or
 3. Result from any work performed by the Contractor for the Company.
10. I agree to immediately disclose to the Company all Confidential Information developed in whole or in part by me during the term of my contract with the Company and to assign to the Company any right, title or interest I may have in the Confidential Information. I agree to execute any instruments and to do all other things reasonably requested by the Company (both during and after my contract with the Company) in order to vest more fully in the Company all ownership rights in those items transferred by me to the Company.
11. I agree that, upon request of the Company or upon termination or expiration, as the case may be, of employment, I will turn over to the Company all documents, disks or other computer media, or other material in my possession or control that:
 1. May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
 2. Connected with or derived from my services to the Company.
12. Any attempt on my part to induce others to leave contracts with the Company, or any effort by me to interfere with the Company's relationship with its other contractors would be harmful and damaging to the Company. I agree that during the term of my employment with the Company and for a period of three (3) years after the end of that term, I will not in any way, directly or indirectly:
 1. Induce or attempt to induce any contractor of the Company to quit a contract or retainer with the Company;
 2. Otherwise interfere with or disrupt the Company's relationship with its contractors;
 3. Discuss employment opportunities or provide information about competitive employment to any of the Company's contractors; or

4. Solicit, entice, or hire away any contractor of the Company.

This obligation will be limited to those that were contractors of the Company when I had a contract with the Company.

13. Other than through employment with a bona-fide independent party, or with the express written consent of the Company, which will not be unreasonably withheld, I will not, during the continuance of this Agreement or within two (2) years after the termination or expiration, as the case may be, of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Company.

For a period of two (2) years from the date of termination or expiration, as the case may be, of my contract with the Company, I will not divert or attempt to divert from the Company any business the Company had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of my contract with the Company.

14. I agree and acknowledge that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Company, would gravely affect the effective and successful conduct of the Company's business and goodwill, and would be a material breach of this Agreement.

15. In the event of a breach or threatened breach by me of any of the provisions of this Agreement, I agree that the Company is entitled to, in addition to and not in limitation of any other rights and remedies available to the Company at law or in equity, to a permanent injunction in order to prevent or restrain any such breach by me or by my partners, agents, representatives, servants, Contractors, and/or any and all persons directly or indirectly acting for or with me.

16. I agree to co-operate with the Company following termination by providing documentation and other information to permit the Company to evaluate whether I am honoring my post-contract obligations set out in this Agreement.

17. Company and Contractor acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is my (the "Contractor") intention to give the Company the broadest possible protection against disclosure of the Confidential Information, against the Contractor soliciting the Company's contractors and against the Contractor using such Confidential Information in competing with the Company.

18. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

19. If I lose or make unauthorized disclosure of any of the Confidential Information, I will immediately notify the Company and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally or sent by facsimile or e-mail.

21. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Contractor Signature

Date

Lindsey Fadner, American School of Dance Owner

Date