



## Yoga Teacher Training Policies and Agreement

THIS AGREEMENT is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
BETWEEN:

**Jennifer Haunani Chong Drake**, doing business as (DBA) Qi & Prana, at 888 Namihira Yomitan-son, Okinawa, hereinafter referred to as **"The Lead Trainer"**

and

**Name:** \_\_\_\_\_ **Date of Birth:**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Address:**

\_\_\_\_\_  
hereinafter referred to as **"The Student"**

**CONTRACT TERM:** This Agreement shall be valid from 9 July 2019 to 29 February 2020.

It is mutually agreed between **"The Lead Trainer"** and **"The Student"** as follows:

### 1. EVENT

**Name of the Event:** Sacred Return Yoga & Ayurveda 200 Hour Teacher Training, hereinafter referred to as **"The Training."**

**Type of Event:** 200 hour Yoga & Ayurveda Teacher Training, approved 200 hour yoga teacher training by Yoga Alliance. The Training consists of 6 intensive weekend trainings Saturday and Sunday. Fall Teacher Training 2019 includes Tuesday and Thursday classes from September to February.

**Event venue:** The Yoga Tree Okinawa

#### **Training dates & Times:**

Intensive Weekend Dates & Time:

Start time: 0900      End time: 1600

Weekend Modules for Fall 2019 and Spring 2020

September 7-8, 2019 | October 5-6, 2019 | November 2-3, 2019 | December 7-8, 2019 |

January 11-12, 2020 | February 8-9, 2020

Fall Teacher Training 2019 includes: Tuesday & Thursday

Start time: 0930      End time: 1330

Sept 10&12 / 17&19 / 24&26 | Oct 1&3 / 8&10 / 22&24 | Nov 5&7 / 12&14 / 19&21

Dec 3&5 / 10&12 | Jan 7&9 / 14&16

MAKE UP DATES: Jan 28&30 | Feb 4&6 / 11&13

## 2. DEPOSIT & TUITION

### Deposit

- A. A Deposit of \$325, deducted from the Tuition, is requested to reserve your spot in the Teacher Training. **Without a deposit, your spot in The Training is not guaranteed.**

### Tuition

- A. Tuition is \$2,600 and includes
  - a. Yoga Teacher Training handouts and materials
  - b. Education and mentorship by The Lead Trainer through the duration of The Event
  - c. Access to The Training online private group for continued discussions and homework
  - d. 15% discount on future workshops and events online or in-person through 2020
- B. Tuition payment, less the deposit, can be made by:
  - a. IN-FULL, \$2,275, by 7 September 2019, prior to the first intensive weekend.
  - b. 5 MONTH PAYMENT PLAN, \$455/month, due by the 10th of each month from September 2019 - January 2020.
    - i. A Certification of Completion will not be awarded to The Student who has an outstanding bill.

### Payments

- A. Payments IN-FULL can be made online at [www.qiandprana.com/investment](http://www.qiandprana.com/investment)
- B. Payments can be made in cash (USD) to The Lead Trainer

## 3. LEAD TRAINER RESPONSIBILITIES AND AGREES TO

- A. Education, mentorship, and contact hours with The Student of Sacred Return Yoga and Ayurveda 200 hour Teacher Training as approved in the Yoga Alliance Registered Yoga School Syllabus.
- B. Communication and managing of The Students questions, concerns, during the Yoga Teacher Training.
- C. Email correspondences regarding trainings, updates, reminders, and any changes.
- D. Curate, manage, and lead an online group forum to further the discussion and connection between all trainees and The Student.
- E. Provide hand-out materials for the The Training manual. These handouts may not be redistributed, copied, or sold by The Student or its affiliates, employees, contracted workers, or associations without the written consent of The Lead Trainer / Qi & Prana.
- F. Provide Make-up hours available for students in the month of February 2020 (see dates in 1. Event)
- G. See that The Student is successful, even if it means going beyond The Training dates listed in this agreement, in fulfilling the teacher training requirements and receiving a certificate of completion.

## 4. THE STUDENT'S RESPONSIBILITIES AND AGREES TO

- A. The Student is over the age of 18 years of age, in good health with no limitations on movement or exercise as directed by their Primary Care Physician, and have no physical or mental conditions that would prevent The Student or render it inadvisable for The Student to participate in Sacred Return Yoga & Ayurveda 200 Hour Teacher Training.

- B. The Student has discussed any physical limitations or conditions that may arise during the Teacher Training with the Lead Trainer and feels comfortable to participate in the Teacher Training.
- C. The Student agrees to arrive on time and attend all intensive weekend classes and mid-week classes to fulfill and successfully complete The Training and receive a certificate of completion.
- D. The Student understands that only 4 mid-week (Tuesday or Thursday) classes may be missed without needing to arrange "Make-Up" hours with The Lead Trainer.
- E. The Students agrees to inform The Lead Trainer to any issues that may arise including scheduling, health, injury, or other foreseen or unforeseen situations, which may affect The Student's full participation in the Training.
- F. No part of the Yoga Teacher Training manual (YTT Manual) or handouts may be redistributed, copied, or sold by The Student or its affiliates, employees, contracted workers, or associations without the written consent of The Lead Trainer / Qi & Prana.
- G. The Student agrees to pay a Deposit of \$325, deducted from Tuition, no later than 29 Aug 2019. ***Without a deposit, your spot in the teacher training is not guaranteed.***
- H. The Student agrees to pay a Tuition of \$2600 before receiving my certificate of completion.
- I. The Student will choose one of the following tuition payment options:
  - a. IN-FULL, \$2,275, by 7 September 2019, prior to the first intensive weekend.
  - b. 5 MONTH PAYMENT PLAN, \$455/month, due by the 10th of each month from September 2019 - January 2020.
    - i. A certification of completion will not be awarded to The Student without who has an outstanding bill.
- J. Make-up hours with the Lead Trainer beyond the days and times listed in This Training Agreement, may be arranged at the rate of discounted rate of \$50/hour or agreed upon by The Lead Trainer and The Student.
- K. The Student of The Training can take classes offered at The Yoga Tree Okinawa only on the days of The Training without additional cost.
- L. The Student agrees to follow the rules of The Yoga Tree Okinawa and shows respectful consideration for the property, space, props, and parking provided by The Yoga Tree Okinawa.
- M. The Student understands that not all yoga practices are suitable for every body and that participation in the suggested practices may result in injury.
- N. The Student understands that the instruction and advice presented in this program is not intended as a substitute for medical advice and counseling, and that The Student should consult his/her primary medical physician for any conditions currently or may arise during The Training.
- O. With the knowledge that any of these practices can result in injury, The Student hereby expressly assumes all risks associated with participation in This Training, including the risk of injury or damage resulting from performing any of these practices.
- P. The Student consents to and permits emergency treatment, medical or otherwise, in the event of injury or illness.

## **5. CANCELLATION & REFUND POLICY**

### **5.1 Deposit Refund**

- A. DEPOSIT refund, minus a 10% administration fee, may be requested in writing no later than 29 August 2019, 11:59pm.

- B. No Deposit Refunds will be granted on 30 August 2019 or later.

## **5.2 Tuition Refund**

- A. A refund of the Tuition, minus a 10% administration fee, may be requested in writing no later than 29 August 2019, 11:59pm.
- B. No Tuition Refunds will be granted on 30 August 2019 or later.
- C. For official military PCS orders, a partial refund less the number of months in training at \$325/month plus a 10% administration fee of the total tuition will be refunded.

## **5.3 Cancellation**

- A. A 100% refund will be granted to The Student if the entire event is cancelled prior to the start date.
- B. If for some reason The Training must be cancelled once the The Training has commenced, a pro-rated refund of \$325/month for the months not covered will be refunded.
- C. If official military PCS orders require The Student to move prior to the end of The Training, The Student can submit in writing the last day of class he/she will attend. A refund less the number of months in training at \$325/month plus a 10% administration fee of the total tuition will be refunded. The Student will not be eligible for a Certificate of Completion from Qi & Prana Registered Yoga School.

## **6. PHOTO & TESTIMONIAL RELEASE**

**6.1** The Student grants permission to The Lead Trainer and other associates of Qi & Prana, to use photographs and/or videos taken during The Training in future publications, news releases, online and in other communications related to the mission of Qi & Prana. These photographs may be used in promotional, media, video, or as The Lead Trainer sees fit, with or without identification of The Student.

**6.2** The Student hereby gives consent to the The Lead Trainer and other associates of Qi & Prana, to use the comments and testimonials given during The Training in future publications, news releases, online, and in other communications related to the mission of Qi & Prana. These comments may be used in promotional, media, video, or as The Lead Trainer sees fit, with or without identification of The Student.

## **7. INDEMNIFICATION**

**7.1 The Student** agrees to jointly and severally indemnify, defend, and hold **The Lead Trainer / Qi & Prana and The Yoga Tree Okinawa** and agents harmless against all liability, loss, damage, or expense, including attorney's fees which may be incurred or sustained by reason of the failure of The Lead Trainer to fully perform and comply with the terms and obligations of this Agreement.

**7.2 The Lead Trainer** represents and warrants to **The Student** that it has the experience and ability to perform the services required by this Agreement; that it will perform the agreed upon services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any laws.

## **8. TERMINATION**

**8.1** This agreement cannot be terminated, or transferred, except by mutual written consent of both The Student and The Lead Trainer / Qi & Prana **1 weeks prior to event start date.**

**8.2** In the event that The Training is cancelled, this contract becomes Null and Void.

**8.3** Any disputes arising out of or in connection with this Agreement, including its validity, shall be finally determined by arbitration administered by the laws of Okinawa, Japan.

**8.4** If any part of this agreement is declared invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

**8.5** This agreement is not binding until received and signed by Qi & Prana and The Student.

**8.6** Verbal agreements are non-binding and any changes must be written and signed by both parties.

## **9. CONFIDENTIALITY**

The Lead Trainer and The Student agrees to hold and maintain in confidence all Confidential Information of the other Party. Each Party further agrees not to disclose any Confidential Information of the other Party to any person or entity except to those of its and its affiliates employees, consultants, agents and advisors who have a need to know, and, in any event, each Party shall be fully responsible for any disclosure or use of the Confidential Information in violation of this Agreement of the other Party by any of its or its Affiliates' employees, consultants, agents or advisors. The Parties further acknowledge and agree that the right to maintain confidentiality of such information constitutes a proprietary right which all Parties will protect. Accordingly, each of the Parties agrees that he/she will not, during the continuance of this agreement, disclose any such confidential information to any person, firm or corporation.

## **10. INTEGRATION**

This Agreement contains the entire contract between the parties, and any representations that may have been made before the signing of this Agreement are non-binding, void, and of no effect. Neither party has relied on such prior representations in entering into this Agreement.

**IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal this day \_\_\_\_\_ of \_\_\_\_\_, 2019\_\_\_\_\_.**

Signed by:

\_\_\_\_\_  
J. Haunani Drake  
Lead Trainer  
Qi & Prana

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Student

\_\_\_\_\_  
Date

