

Toddlers' Tango™ Creative Music and Movement

-Becoming An Instructor-

**Company Information and
Instructor Agreements**

2011 Company Information and Instructor Agreements

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Becoming a Toddlers' Tango Instructor

Why Toddlers' Tango?

**Music & movement classes are about feeling safe and having fun!
You don't need to read music, sing in tune or dance the samba.
Just bring your energy, your gentle understanding of children and
you will boogie along with the children.
Find joy, laughter, fun and special moments in your Toddlers' Tango classes.**

Toddlers' Tango unique program was created by Tamar Frieden, a dance therapist whose goal was to develop an interactive parent/child class based on medical research proving that combining music and movement will greatly enhance a young child's development cognitively, physically and emotionally. A child's success in these areas builds self-esteem and confidence, vocabulary, body awareness and sensory processing.

Because our classes are based in this key developmental theory, parents rush at the chance to get involved and give their child a head start in these important areas.

For our instructors, Toddlers' Tango provides:

- Success at financial independence, a flexible schedule, and the ability to work with, or close to, your own children.
- The flexibility to start, stop and continue classes to meet your needs and schedule.
- The ability to change territories without repurchasing licensing rights.
- Unique instruments from around the world, and high quality materials and websites that attract clients.
- Continued training to ensure on-going support and success of your program.
- Quality company resources to support and expand your program, such as listing class information on our web site, instructor discussion boards, and full access to our expansive digital music library.

Military Spouses:

Military spouses particularly benefit from Toddlers' Tango opportunities. Toddlers' Tango allows you to change duty stations and take your job with you, with no penalties or

relicensing fees, and continued marketing support to start up your new program. Additionally, you have the opportunity to make royalties on the programs you establish after you PCS (assuming the program continues with a replacement instructor). The niche, family friendly environment of military bases provides an endless client base eager for quality, affordable programs close to home.

Why Is Toddlers' Tango Successful?

- Toddlers' Tango provides programming for the often-overlooked toddler and preschool age group.
- Toddlers' Tango provides one activity that families can participate in, even with children in multiple age groups.
- Toddlers' Tango provides a language-rich environment, stimulating brain development with music and movement. This enhances speech, motor skill and social development.
- Toddlers' Tango brings an element of the arts to programs that may focus only on gross motor or academic development.
- Toddlers' Tango is an affordable, family-friendly activity close to home that creates lasting relationships with other parents and children.

Mission Statement

“Toddlers’ Tango is a fun, unique children’s class combining music and movement to enhance brain development through the incorporation of motor, social and cognitive skills. Toddlers’ Tango builds self-esteem, confidence and fosters loving, secure parent/child relationships.”

Testimonials

Tamar Frieden, Owner:

Toddlers' Tango grew out of my experience with dance therapy and my active involvement in my own children's musical development. While studying dance therapy, I discovered the mental and physical joys of feeling safe, happy and free to move and sing. Such feeling develops self-confidence, which is the foundation that enables us to receive and achieve life's challenges. I learned as well, from my work with children, that there is a strong relationship between exposure to music, self-confidence, and increased cognitive abilities. My four children showed me the importance and the benefits of having music and movement in their lives. Beginning in their infancy, I introduced them to music with songs, dancing and instruments. As soon as their tiny hands could grasp, they used a wooden spoon as an instrument; it was a teether and also a light-weight drumming stick that they could use to beat time and make wonderful music. This was the start of my vision for Toddlers' Tango.

Christine Moore, Instructor on a Military Base:

I first encountered Toddlers' Tango when looking for a physical outlet for my son's never-ending energy! It was a great outlet for him to express not only energy, but his creative side. When my younger daughter encountered a speech delay, I looked for a music program in a language-rich environment, but was deterred by the high price and low quality options around our duty station in Hawaii. I decided to bring Toddlers' Tango to our base, providing a great opportunity not only for my daughter, but for the military community. Now I have a fun, flexible job that I am proud of and can take with me wherever we go!

Nancy Bugge, Instructor in New York:

I love bringing music into children's lives. It's so special to watch children light up and respond to music, movement, and instruments. I enjoy providing a great bonding experience for parents to share with their children as well. It's always a thrill to see how children grow with music...how they learn the words to all the songs, how they get more skilled at using the instruments, and moving their bodies to the beat.

"Toddlers' Tango is a well crafted, developmentally appropriate movement curriculum that has something for everyone. Highly recommended!" -*Susan Quinn, Ph.D. Department of Child and Family Studies, Syracuse University*

"Toddlers' Tango is a favorite at our preschool. Tamar's talent of integrating world music into interactive music and movement activities for young children is impressive. The variety of instruments and props keep children and adults moving to the rhythms. This program is a winner!" **Daria Webber, Director, Bernice M. Wright Child Development Laboratory School at Syracuse University** [Franchising With Toddlers' Tango](#)

What is a Franchise Fee?

A "Franchise Fee" is the initial payment that gives a franchisee the rights to his or her own program with the company name and specific company materials which are provided to all other franchisees to begin their programs.

Toddlers' Tango Franchise Fee:

\$2000 (\$1000 at signing and \$1000 after training is complete)

The franchise fee provides the following:

- \$300 Use of/Rights to Toddlers' Tango name, trademark, merchandising
- \$200 Training materials (songs and instructions, marketing information, demo DVDs)
- \$1,100 Materials: All instruments and licensed program music (not including shipping)
 - Sign Language program (songs and training DVD)
 - Spanish Language program (manual and session information)
 - See materials list on page X
- \$300 Company development (website, advertising, training, etc).
- \$100 Toddlers' Tango Headquarters
- 10% Philanthropic donation to Carol M. Baldwin Breast Cancer Research Fund

Suggested/needed items for each franchise:

- Access to a computer and printer
- Handheld digital music player
- Portable speaker system
- Notebook/Binder
- Receipt booklet
- Pens, pencils, etc

Company Structure

Toddlers' Tango consists of: Instructors, Program Managers, and the Toddlers' Tango Headquarters (Tamar Frieden).

Instructor:

An Instructor is a franchise owner who teaches Toddlers' Tango classes.

Program Manager:

A Program Manager is an individual who has recruited additional instructors. The Program Manager provides continued training, marketing and operational assistance to those instructors, which they have recruited, to support continued growth and success of the programs. A Program Manager is also a franchise owner and trained instructor. Program Managers receive 5% of class revenue from the programs they support.

Royalty and Commission Structure

What is a royalty fee?

A royalty fee is regarded as the cost of maintaining continued association with the company. Fees ensure continued access to the company's resources and provide assistance to the overall development of the company to benefit all franchisees.

Toddlers' Tango royalty fees provide the following resources:

- Advertising and class information listed on Toddlers' Tango's website
- Access to the Toddlers' Tango digital music library
- Access to Toddlers' Tango's instructor forum
- Continued business and operational support from Toddlers' Tango
- Continued training
- Access to new class materials to maintain and improve your program

The following royalty fees will be paid back to Toddlers' Tango monthly:

If you have been recruited by Toddlers' Tango Headquarters, or approach Toddlers' Tango directly, without being recruited by an instructor:

- 20% of all regularly scheduled, permanent Toddlers' Tango classes
- 10% of regularly scheduled contracted classes (preschool, day care, etc)
- 0% (zero percent) of one-time, personally contracted private events (birthday parties, library events, private functions, etc.)

If you have been recruited by another instructor:

- 15% of all regularly scheduled Toddlers' Tango classes paid to Toddlers' Tango
- 5% of all regularly scheduled Toddlers' Tango classes paid to your recruiter
- 10% of regularly scheduled contracted classes (preschool, day care, etc) paid to Toddlers' Tango
- 0% (zero percent) of one-time, personally contracted private events (birthday parties, library events, private functions, etc.)

Commissions:

- 5% of all regularly scheduled classes by those instructors whom you recruit
- 5% of all merchandise sales made by your participants
- One time "finders fee" of \$100 will be paid to you if a new instructor approaches Toddlers' Tango and uses you as a reference (non-directly recruited)

LICENSE AND FEE AGREEMENT

THIS AGREEMENT made and entered into this day of _____, 2011, by and between Toddlers' Tango, Ltd., a New York corporation having its principal offices at 221 Roycroft Road, Syracuse, New York 13214, ("Corporation") and _____, residing at _____, ("Contractor").

WHEREAS, Corporation has developed and owns a program of instruction for Toddlers' consisting of one 45 minute class per week for six weeks (a "session") which includes the use of certain instruments selected by the Corporation for use with the program (collectively referred to as the "program") and Contractor is an individual wishing to employ the program in a series of sessions conducted by Contractor; and

WHEREAS, Corporation desires to license to Contractor the use of the program, and Contractor desires to accept such license pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Corporation hereby grants a nonexclusive license to Contractor to use the program for the purpose of providing instructional classes to Toddlers'. All risk of loss or injury in connection with Contractor's use of the program and/or the instruments used in connection with the program shall be and remain Contractor's responsibility, except as otherwise provided under paragraph 10 of this Agreement. Contractor shall promptly provide Corporation with a list of names and addresses of all enrollees (parent and toddler) in each session conducted by Contractor.

2. The term of this Agreement shall commence on the date hereof and shall continue until terminated by either party upon thirty (30) day's prior written notice to the other of them. Such notice shall give the effective date of the termination, but is not required to state a reason or cause for the termination.

3. As compensation for the use of the program, Contractor shall pay to Corporation amounts determined and paid as follows:

(a) Multi-class Sessions: an amount equal to twenty percent (20%) of the total revenue received for each session shall be paid to Corporation on or before the 14th day following the date of the first class in each session. If enrollees in a session purchase a video presentation of the program from the Corporation, Contractor shall be entitled to receive five percent (5%) of the purchase price within 14 days following the completion of the applicable session.

(b) School Classes: an amount equal to ten percent (10%) of the gross amount paid to Contractor shall be paid to Corporation on or before the 14th day following the date of each payment to Contractor by a school.

(c) If Contractor uses the program in connection with birthday parties or library demonstrations (one time demos), no payment shall be due Corporation.

If an amount due Corporation is not received on or before the date determined above, a late charge equal to fifteen percent (15%) of the amount due will be added to the amount due. If such past due amount is not paid to Corporation within 10 days after its due date, interest shall accrue at the rate of .75% per month on the principle of the past due amount until paid in full. Corporation will be entitled to recover from Contractor any and all costs of collection including, without limitation, attorneys' fees and court costs.

4. Contractor shall be responsible for:

(a) all personal costs associated with Contractor's conduct of program sessions;

(b) obtaining and keeping in effect at Contractor's sole cost and expense, personal injury, bodily injury and property damage liability insurance against claims for injury, damage or loss occurring during or in connection with the program with limits of not less than \$1,000,000 per occurrence, and shall require the insurance company to provide a Certificate of Insurance to Corporation naming it as an additional named insured under such policy.

5. The relationship of Contractor to Corporation is solely that of a licensee. Contractor will not receive any form of wage or salary from Corporation nor shall Contractor be entitled to any pension, profit sharing, bonus, health, or any other benefits available to employees of Corporation. Furthermore, Contractor recognizes that she/he is not eligible for workers' compensation or unemployment insurance benefits.

6. Contractor shall provide all of the tools and equipment necessary for her/him to conduct her/his business, including without limitation, the instruments featured in the program. Simultaneously with the execution of this Agreement, Contractor shall pay \$2000.00 to Corporation for the music CD(s) and instruments necessary to conduct the sessions.

7. During the term of this Agreement, Contractor shall be responsible for the selection of locations to conduct the program sessions and shall be responsible for all costs and expenses in connection therewith.

8. Contractor may work such days and hours as is determined by Contractor in her/his sole discretion. Contractor agrees that the maximum effective size of a class is twelve (12) Toddlers', however, Contractor may, in her/his discretion; conduct sessions with any fewer numbers.

9. As a licensee, Contractor understands there are certain obligations she/he must carry out. These include, and Contractor agrees to do, at her/his sole expense, all of the following:

(a) File and pay all estimated Federal and New York (or other applicable state) income tax payments.

(b) File and pay all FICA taxes.

(c) Carry workers compensation insurance for her/his own behalf and any employee(s), with a company and in form acceptable to New York State.

(d) Carry applicable liability insurance coverage on her/his own behalf and any employee(s) in such form and amount as may be reasonably necessary.

(e) Provide for any and all other matters incident to the employment of her/his employee(s) in the State of New York.

Contractor shall hold Corporation harmless for her/his failure to carry out the obligations under this paragraph.

10. Contractor shall indemnify, defend and hold Corporation harmless from and against any and all damages, costs, expenses (including without limitation attorneys' fees and court costs), and liability which arise from or are in connection with any act or omission (with or without negligence) of Contractor, or Contractor's employees, agents or representatives. Corporation shall indemnify, defend and hold Contractor harmless from and against any and all damages, costs, expenses (including without limitation attorneys' fees and court costs), and liability which arise from or are in connection with any act or omission (with or without negligence) of Corporation, or Corporation's employees, agents or representatives.

11. Contractor shall not assign or otherwise transfer her/his rights or obligations under this Agreement.

12. Contractor expressly agrees that she/he will not, during the term of this Agreement and for a period of two (2) years following the termination of this Agreement, directly or indirectly, engage in any business activity relating to the design and/or production of products similar in design or style to the Corporation's products contained in the video package or conduct classes for Toddlers' using the same or similar format as that taught by the Corporation, whether in her/his present capacity or the capacity of stockholder, principal, agent, consultant, partner, adviser, guarantor or otherwise. Contractor acknowledges and agrees that the foregoing restrictions on Contractor are reasonable and necessary to protect the legitimate interests of Corporation, that any violation of such restrictions will result in irreparable injury to Corporation, that the remedy at law for any breach of the foregoing restrictions would be inadequate, and that, in the event of any such breach, Inventor, in addition to any other relief then available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

13. This Agreement represents the entire understanding and agreement of the parties and may only be modified or changed by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

Toddlers' Tango, Ltd.

By: _____
Tamar Frieden, President

(Contractor Signature)

CONFIDENTIALITY AGREEMENT

This Agreement confirms the agreement between Toddlers' Tango, Ltd., a New York corporation having its principal offices at 221 Roycroft Road, Syracuse, New York 13214, ("Corporation") and _____, residing at _____ - _____ ("Instructor"), pursuant to which the Instructor will act as a finder on a non-exclusive basis in connection with the possible procurement of additional instructors for the Company.

Company has developed and owns a program of instruction for Toddlers' consisting of one 45 minute class per week for six weeks (a "session") which includes the use of certain instruments selected by the Company for use with the program (collectively referred to as the "program"). Instructor is an individual who has entered into a License Agreement with Company to employ the program in Instructor's business.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- I. The Instructor shall have the opportunity to introduce the Company to individuals (while he or she is working as an Toddlers' Tango instructor) who may wish to enter into similar License Agreements with the Company independent of Instructor's business and service area (i.e., located more than 10 miles from Instructor's place of business). The Instructor makes no representation or warranties hereunder with respect to the number of introductions it will make for the Company or the results of any said introductions, however, Instructor will use its best efforts to pre-qualify each individual prior to making an introduction to the Company. To provide this service the Instructor will be paid a success fee as described below.
2. In the event that the Instructor introduces a third party to the Company, and such party enters into a License Agreement with the Company, the Instructor will be paid a success fee in an amount equal to five percent (5%) of the total revenue received by the Company for each session conducted by the new instructor ("Revenue"). Instructor shall be entitled to receive the success fee for the duration of the License Agreement with the new instructor. The success fee shall be paid to Instructor within 20 days of when such session revenue is received by the Company from the new instructor. This Section shall survive the termination of this Agreement.
3. Notwithstanding the foregoing, either the Instructor or the Company shall have the right at any time during the term of such engagement to terminate the Instructor's services under this Agreement for any reason.
5. Except as otherwise required by law or regulatory authority, the Instructor will not disclose any non-public information concerning the Company or the existence of this Agreement to a third party without the prior written consent of the Company. Notwithstanding the foregoing, the Instructor may discuss its relationship with the Company to potential third parties.

6. If, within a period of six months from the effective termination date of this Agreement, the Company shall enter into a License Agreement with any third party with whom the Instructor acted in its capacity as intermediary pursuant to this Agreement, the Company agrees to pay the Instructor the success fee as provided for above.

7. Upon the introduction of a third party to the Company by Instructor, the Company has no obligation to enter into a License Agreement with the third party.

8. Each party shall bear its own costs and expenses in performing under this Agreement.

9. This Agreement represents the entire understanding and agreement of the parties with respect to the introduction of a third party to the Company in consideration of a success fee and may only be modified or changed by an agreement in writing signed by the parties.

10. This Agreement shall be governed by the laws of the State of New York, without reference to its principles of conflicts of laws. A court of competent jurisdiction located in Syracuse, New York shall settle any dispute with respect to this Agreement. Both parties expressly submit and agree to the exclusive jurisdiction and venue provided herein.

Please indicate your agreement with the foregoing by executing the counterpart below and returning a copy to the undersigned by mail to the address above.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this

(Date) _____.

Toddlers' Tango, Ltd.

By: Tamar Frieden

(Contractor's Signature)

Taxes

Instructors are not paid directly Toddlers' Tango directly. Tax liabilities and paperwork are the responsibility of the instructor. Because all states will be different, it is important that instructors become familiar with the tax requirements in their state.

Information about federal small business and self-employment procedures can be found at: <http://www.irs.gov/businesses/small/selfemployed/index.html>

Liabilities

In most cases, the facility will be covered by liability insurance. It is recommended that instructors include their own liability waiver form in class registration or on a Toddlers' Tango class sign in sheet.

Toddlers' Tango has provided example liability waiver/releases that can be combined with the class sign in sheets. See "Class Forms" on page 15 of your Program manual.

If there isn't insurance at the location you are holding your classes, liability insurance may be purchased from most insurance agencies for less than \$500/year for \$1 million in coverage.

Instructor Check List:

✓ Read and understand Toddlers' Tango Mission Statement

Notes:

✓ Read and agree to the Franchising, Royalty and Commission structures

Notes:

✓ Sign License Paperwork

Notes:

✓ Sign Fee Agreement

Notes:

✓ Tax and Liability

Notes:

