



12520 Business Center Dr Ste C
 Victorville, CA 92395
 800.943.5638
 888.381.6743 fax
 www.totalcontroltraining.net

Rev. 12/16

Total Control® Instructor Application

Thank you for your interest in becoming a Total Control Instructor. Please complete your application entirely and accurately. Submitting an application does not guarantee acceptance to the Instructor Training. Once completed ensure the Site Administrator has reviewed it and mail the original copy to Total Control Training.

PERSONAL

First Name: _____ Middle: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ / _____ / _____ Gender: Male _____ Female _____ Shirt Size: _____

Employer: _____ Occupation: _____

Home Phone: _____ Mobile Phone: _____

Work Phone: _____ Email: _____

MILITARY (Active Duty)

Air Force _____ Army _____ Marines _____ Navy _____ Coast Guard _____ National Guard _____

Rank: _____ Reserves _____ (Branch)

EDUCATION:

High School or GED Yes _____ No _____ College/University Yes _____ No _____

If yes, degree _____

Other educational institutions you attended or specialized training. Include certificates or advanced degrees

MOTORCYCLE EXPERIENCE

Have you had your motorcycle license suspended or revoked? Yes _____ No _____

If yes, Explain: _____

How many years have you had a motorcycle license? _____

Do you currently ride a motorcycle? Yes _____ No _____

What types of motorcycles do you own? (check all that apply)

Cruiser ___ Dirt ___ Dual-Sport ___ Scooter ___ Sport ___ Sport-Touring ___ Standard ___ Touring ___ Trike ___

How long have you been a motorcyclist? _____

Do you have any computer experience in PowerPoint? Yes _____ No _____

What motorcycle courses have you taken? (check all that apply)

Total Control ARC Level 1 _____ If so, when? _____

Total Control ARC Level 2 _____ If so, when? _____

Total Control IRC _____ If so, when? _____

Total Control Track Clinic _____ If so, when? _____

AMOS _____ If so, when? _____

American Supercamp _____ If so, when? _____

California Superbike School _____ If so, when? _____

Level 1 ___ 2 ___ 3 ___ 4 ___ (check all that apply)

CLASS (Reg Pridmore) _____ If so, when? _____

Streetmasters _____ If so, when? _____

Ride Like a Pro _____ If so, when? _____

Kevin Schwantz's School _____ If so, when? _____

MSF BRC _____ If so, when? _____

MSF ERC/BRC2 _____ If so, when? _____

MSF MSRC/ARC/ARC-ST _____ If so, when? _____

Idaho STAR I _____ If so, when? _____

Team Oregon BRT _____ If so, when? _____

STAR (Jason Pridmore) _____ If so, when? _____

Other: (please list) _____

INSTRUCTOR INTEREST

Describe why you want to become a Total Control instructor?

Describe any other teaching experience:

Do you have previous public speaking experience? If so, explain

Do you have any track or racing experience? If so, explain

CHARACTER

Have you been convicted of, pled guilty, or pled nolo contendere to any criminal, offense or serious misdemeanor other than a minor traffic violation in any state, the United States or a foreign county?

Yes ____ No ____

Have you been convicted of (including a plea of guilty or no contest) driving under the influence?

Yes ____ No ____

Are you now undergoing, or have you undergone treatment during the last five (5) years for the use of drugs, narcotics or excessive alcohol use? Yes ____ No ____

Do you have any medication condition that require accommodation or that would otherwise impair your ability to safely perform as an instructor? Yes ____ No ____

If you answer yes to any of the above, please state the facts fully:

REFERENCES

Please list 2 personal references who are not family members

1. _____

Name

Relationship

Phone

2. _____

Name

Relationship

Phone

SPONSORSHIP

Are you being recommended for this course? Yes ____ No ____ If yes, by whom?

Site Administrator: _____

Site Name: _____

Site Location: _____

What assistance will your sponsor provide? _____

What are your duties or obligations to the sponsor? _____

Where will you teach rider training after gradation? _____

STATEMENT AND ACKNOWLEDGEMENTS

Please read this section carefully and ask any questions before you sign.

I certify that I am the above-identified applicant for Total Control® Instructor Training. I have carefully read the questions in foregoing application and have answered them truthfully, fully and completely. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I understand and agree that all such information is material to my prospective acceptance. I have withheld nothing that would, if disclosed, affect this application unfavorably. I acknowledge that this application will be in force for 60 days, after which time, I must reapply for further consideration. I understand and agree that falsification of any information provided herein, or the omission of any relevant information will result in immediate revocation of my Total Control® Instructor Certification.

I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT

Signed in _____ on the _____ day of _____ month 20 _____ year
(City and State)

Signature of Applicant _____

Witness: _____

Witness Printed Name: _____

Send your completed application along with the site administrator recommendation and instructor contract to:

Total Control Training
Attn: Instructor Applications
12520 Business Center Dr Ste C
Victorville, CA 92395



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Total Control Instructor Site Administrator Recommendation
If additional space is needed, please attach paper.

Applicant's Name: _____

Site Location: _____

Site Administrator completing form: _____

How long and in what context have you known the applicant?

Why do you feel this applicant is a suitable instructor?

Please describe the applicant's strengths

Please describe the applicant's weaknesses

Does the applicant have any communication impairments?

TOTAL CONTROL TRAINING, INC.
INSTRUCTOR CANDIDATE AGREEMENT, TERMS AND CONDITIONS

This agreement is between TOTAL CONTROL TRAINING, INC ("TCTI") and the motorcycle rider training instructor candidate, ("Candidate"), named below.

Candidate shall receive TCTI Proprietary Information which is and shall remain the intellectual property of TCTI. This agreement includes the Proprietary Rights Agreement attached as Exhibit A and termination of this agreement shall not terminate Candidate's obligations under the Proprietary Rights Agreement.

1. TCTI will train the motorcycle riding Candidate in using proprietary, confidential methods which include disclosure of information comprising an enhanced motorcycle riding skill set, (EMRSS), developed by TCTI. The EMRSS has been developed by Lee Parks and is published in written materials authored by Lee Parks. However, part of the TCT proprietary information which Instructor will receive is a revolutionary method of teaching the EMRSS. TCTI seeks to prevent dissemination of these teaching methods by Instructor to anyone outside of an authorized TCTI session.
2. Candidate agrees, acknowledges and understands that there is no guarantee Candidate will successfully complete the course. Unsafe conditions will not be allowed and TCTI will release any Candidate who, in TCTI's view, presents a safety hazard to themselves or others, or repeatedly fails to respond to training. Should TCTI release a Candidate under these conditions, no refunds shall be given and all Instructor Candidate materials must be returned on location.
3. Candidate agrees, acknowledges and understands that full riding gear (motorcycle-specific jacket, long, durable pants, motorcycle-specific gloves, DOT-approved helmet and boots) must be worn anytime Candidate is executing a riding demo, or riding to, from or on the range.
4. Candidate agrees, acknowledges and understands that consumption of drugs and/or alcohol before, during or after class will be prohibited until such time as the motorcycle is put away permanently for the day. There is a zero tolerance policy for drug and alcohol use and any violation will result in immediate termination.
5. Any disputes that arise between TCTI and the Candidate with respect to the anything in this agreement shall, solely at the TCTI's option, be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration. The final arbitration decision shall be enforceable through the courts of the states of California or Maryland or any other state in which TCTI resides or may be located, and Candidate hereby consents to Jurisdiction in said courts. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section were not a part hereof.
6. The Candidate acknowledges the obligations provided in the Proprietary Rights Agreement attached as Exhibit A and agrees that the dissemination of the proprietary teaching methods of the EMRSS developed by TCTI would be a violation of this agreement and would be a crime under state and federal laws and may result in civil liability to the Candidate. Due to the difficulty in assessing the damage to TCTI caused by Candidate's violation of this agreement, the parties hereto agree that the Candidate will pay Liquidated Damages to TCTI for each violation (e.g., as determined by an Arbitrator appointed by TCTI). If Candidate is found to have breached this agreement, Candidate shall also pay for reasonable legal costs and expenses incurred to enforce the provisions of this agreement, including but not limited to arbitration costs and fees and reasonable attorney fees and costs.

Candidate Signature: _____ Dated: _____

Name: _____

Witness Signature: _____ Dated: _____

Witness Name: _____

EXHIBIT A

PROPRIETARY RIGHTS AGREEMENT

THIS PROPRIETARY RIGHTS AGREEMENT is between TOTAL CONTROL TRAINING, ("TCTI"), a California corporation (the "Company"), and the above identified Instructor Candidate (the "Candidate"). In consideration of the mutual covenants and representations herein contained and the mutual benefits derived herefrom, the parties, intending to be legally bound, covenant and agree as follows:

I. **Purpose.** The Company is engaged in the development and promotion of Motorcycle Riding Training products and services, and will train the Candidate in using proprietary, confidential methods including information comprising an enhanced motorcycle riding skill set, ("EMRSS") to train students and others as part of the TCTI activities (collectively, the "Business"). The Company engages the Candidate. This Agreement is designed to specify the rights of the Company and the Candidate with regard to matters involving the proprietary assets of the Company, including, without limitation, the Confidential Information, as defined below. The Candidate acknowledges that, in the course of his or her engagement with the Company, he or she shall or may make use of, acquire or collaboratively add to such proprietary assets, including the Confidential Information.

II. **Status Change.** No change of the Candidate's duties or status as a Candidate or Instructor of the Company shall result in, or be deemed to be, a modification of the terms of this Section.

III. **Non-Competition; Confidential Information.**

A. **Non-Competition.** The Candidate and the Company recognize that due to the Candidate's engagement hereunder and the relationship of the Candidate to the Company, the Candidate will have access to and will acquire, and may assist in collaboratively enhancing the confidential and proprietary information relating to the assets, Business and operations of the Company and its affiliates, including, without limiting the generality of the foregoing, information with respect to the Company's and its affiliates' present and prospective EMRSS, technologies, systems, customers, accounts, deposits, sales and marketing methods. The Candidate acknowledges that such information has been and will continue to be of central importance to the business of the Company and its affiliates and that disclosure of it to, or its use by, others could cause substantial loss to the Company. The Candidate and the Company also recognize that an important part of the Candidate's duties may be to develop goodwill for the Company and its affiliates through his or her personal contact with students, customers, agents and others having business relationships with the Company and its affiliates, and that there is a danger that this goodwill, a proprietary asset of the Company and its affiliates, may follow the Candidate if and when his or her relationship with the Company is terminated. The Candidate accordingly agrees that, at all times during his engagement and for two years after termination of his or her engagement, the Candidate shall not, in any capacity whatsoever, whether directly or indirectly, on his or her own behalf, or on behalf of any other person, firm, partnership, corporation, limited liability company, association or other entity (collectively, "Person"):

(1) suggest to, induce or persuade any other Instructor or Candidate, vendor or customer of the Company to discontinue doing business, with, or to change the terms or conditions of such relationship with the Company or otherwise disparage, disrupt or disturb the relationship of the Company with such vendor or customer;

(2) suggest to, induce, solicit or persuade any other Instructor, Candidate or consultant of the Company to leave the employ or engagement of the Company, whether or not such inducement involves the Candidate directly or indirectly hiring or engaging or attempting to hire or engage such Instructor, Candidate or consultant of the Company at the time of such solicitation, whether on its own behalf or on behalf of any other Person, whether or not the Candidate has a direct or indirect remunerative or other interest, as a proprietor, partner, coventurer, creditor, stockholder, director, officer, Candidate, agent, representative or otherwise in such Person; and

(3) without limiting the term of his or her general obligation to honor the Confidential Information so long as it remains protectable, the Candidate specifically agrees that he or she will not plan for, or accept employment from, any current other Instructor or Candidate, vendor or customer of the Company (or any vendor or customer of the Company during the two years immediately following termination), or any other Person where the loyal and diligent performance of the duties and responsibilities of such new employment or business will inherently call upon him or her to use, to disclose or to base judgments upon Confidential Information of the Company or to utilize the goodwill of the Company in making sales for a competitor of the Company. The foregoing restrictive period is based upon the Candidate's and the Company's good faith belief that:

(a) the Company's investment of time and money in the Candidate, and the nature of the Company's business (which is maintained and increased through the personal contact of people such as the Candidate with customers and vendors and potential customers and vendors of the Company) will render the Candidate a unique asset to the Company;

(b) the Company would be placed at a competitive disadvantage for such period, due to the Candidate's knowledge of Confidential Information (as defined below) and other matters arising out of his employment with the Company; and

(c) the time required to rebuild the contacts and patronage that the Candidate will develop for the Company and to provide the necessary training, exposure and education to his replacement would, for such a period, place the Company at a competitive disadvantage.

B. Proprietary and Confidential Information.

(1) For purposes of this Agreement, "Confidential Information" means any trade secrets or confidential or proprietary information, whether in written, oral or other form which is unique, confidential or proprietary to the Company, its affiliates, customers or other persons who disclose such information to the Company in confidence, including, but not limited to, Developed Information (as defined below).

(2) At all times during his or her engagement and at all times following termination thereof, the Candidate shall keep confidential and not disclose, directly or indirectly, any Confidential Information disclosed to the Candidate. At all times during his or her engagement and at all times following termination thereof, the Candidate shall not use any Confidential Information for his or her own benefit or any other Person's benefit not in connection with and furtherance of the Business and the affairs of the Company.

(3) For purposes of this Agreement, "Developed Information" shall mean all inventions, trade secrets, confidential or other proprietary information conceived, developed, designed, devised or otherwise created, modified or improved by the Company (even if in collaboration with Candidate) or with respect to which Candidate receives access to, in whole or in part, in connection with the performance of Candidate's services for the Company, its affiliates, customers or other persons who disclose such information to the Company in confidence, or resulting from the Candidate's use of or access to the Company's facilities or resources, including its Confidential Information. The "Developed Information" shall also include, without limitation, the following materials and information, whether or not reduced to writing or reduced to practice, whether now or hereafter existing, whether or not patentable or protectable by copyright:

(a) All EMRSS instructional materials in any media and in any form including printed matter, recordings, data base, communication and other computer software, all modifications, enhancements and versions and all available options, and all products developed or derived therefrom;

(b) EMRSS instructor candidate teaching techniques and arrangements, policies, procedures, information processes, financial information, customer and prospect names and requirements, Candidate, customer, supplier and distributor data and other materials or information relating to the Business and/or the manner in which the Company does business.

(4) The Company's failure to mark any Confidential Information as confidential, proprietary or otherwise shall not affect its status as Confidential Information hereunder. Similarly, The Company's failure to mark any Trade Secret information as confidential or as trade secret shall not be construed as a failure to take steps necessary to protect secrecy, as both parties acknowledge and agree that all of the above identified "Developed Information" and "Confidential Information" comprise The Company's proprietary trade secrets.

(5) The Candidate acknowledges that all Confidential Information is the property of the Company, its affiliates, customers or other persons who disclose such information to the Company in confidence, and upon termination of his or her engagement or earlier at the request of the Company, the Candidate shall deliver to the Company all records, notes, reference items, sketches, drawings, memoranda, records, and other documents or materials, and all copies thereof (including but not limited to such items stored by computer memory or other media) which relate to or in any way incorporate the Confidential Information which are in the Candidate's possession or under his or her control.

(6) The obligations of this Section III shall continue as to each item of such Confidential Information both during and after termination of all Candidate's engagement until the Company's competitors have become cognizant of such item of Confidential Information from published sources. The Candidate and Company further agree that individual elements of Confidential Information may be or become available to the general public through no fault of the Candidate, but commonly such availability of individual elements of knowledge does not produce cognizant appreciation of the value of elements of knowledge and does not render known an integrated package of information having the value of the Company's integrated package of know-how with its various parameters already reconciled and optimized in substantial part. Accordingly, the Candidate understands that public availability of the individual parts of Confidential Information does not release his or her obligation of confidence. Further, the Candidate will not be permitted to disregard the obligations of confidence by use of Confidential Information or parts thereof to guide a search to piece together a series of items of knowledge from unconnected sources, fitting them together by use of the Company's package of information to make a showing of non-secrecy of such information. The foregoing provisions of this Section 3 notwithstanding, the Candidate shall not be more burdened against use of information from public sources than a third party competitor would be, had he or she not received disclosure of either the Confidential Information or the value of the Confidential Information or any of its parts, and had he or she not had his interest therein sponsored or initiated by knowledge of the Confidential Information or any part thereof or its value. Accordingly, subject to the restrictions set forth herein, the Candidate remains free to act on and use publicly available information from public sources when and to the extent a competitor of the Company, otherwise disinterested, would in the natural course of business learn of, appreciate the value of, and use such public source information without having responded to initiative or interest suggested by knowledge of Confidential Information, its parts or the value thereof.

C. Ownership of Developed Information. The Candidate covenants and agrees that all right, title and interest in any Developed Information shall be and remain the exclusive property of the Company. The Candidate agrees to make prompt and complete disclosure from time to time to the Company of all Developed Information. The Candidate agrees to immediately disclose to the Company all Developed Information, and to assign to the Company any right, title and interest he or she may have in the Developed Information. The Candidate agrees to execute any instruments and to do all things reasonably requested by the Company, both during and after the Engagement Period, to vest the Company with all ownership rights in the Developed Information. If any Developed Information can be protected by copyrights, then (i) as to that Developed information which falls within the definition of "work made for hire," as defined in 17 U.S.C. Section 101, the copyright to such Developed Information shall be owned solely, completely and exclusively by the Company, and (ii) as to that Developed Information which does not constitute "work made for hire," the copyright to such Developed Information shall be irrevocably assigned and transferred completely and exclusively by the Candidate to the Company.

D. Candidate's Covenants to Assist in Perfecting Rights. At all times during his or her engagement and at all times following the termination thereof, the Candidate shall exercise best efforts in performing such services for the company as may be designated from time-to-time, shall communicate to the company all pertinent information related to all inventions or improvements made or conceived either solely or jointly with others during the period of engagement, and shall assist the company and its nominees in every proper way, but at the company's expense, to obtain patents for such inventions or improvements in any and all countries and to that end, shall execute all documents for use in applying for and obtaining such patents, as the company may desire, together with any assignments thereof to the company or its nominees, successors or assigns.

E. Acknowledgment. The Candidate acknowledges having carefully read and reviewed the restrictions set forth in Sections III.A., III.B., III.C. and III.D. hereof, and having done so, The Candidate agrees that those restrictions, including but not limited to, the time period and geographical areas of restriction, are fair and reasonable and are reasonably required for the protection of the legitimate business interests of the Company.

F. Invalidity, Etc. If any covenant, provision, or agreement contained in any part of Section III.A., III.B., III.C. or III.D. hereof is found by a court having jurisdiction to be unreasonable in its character of restriction, the covenant, provision or agreement shall not be rendered unenforceable thereby, but rather the character of restriction of such covenant, provision or agreement shall be deemed reduced or modified with retroactive effect to render such covenant or agreement reasonable and such covenant or agreement shall be enforced as modified. If the court having jurisdiction will not review the covenant, provision or agreement, the parties shall mutually agree to a revision having an effect as close as permitted by law to the provision declared unenforceable. The Candidate agrees that if a court having jurisdiction determines, despite the express intent of the Candidate, that any portion of the restrictive covenants contained in Sections III.A., III.B., III.C. or III.D. hereof are not enforceable, the remaining provisions shall be valid and enforceable.

G. Equitable Relief. The Candidate recognizes and acknowledges that if he or she breaches the provisions of Section III.A., III.B., III.C. or III. D. hereof, damages to the Company would be difficult if not impossible to ascertain, and because of the immediate and irreparable damage and loss that may be caused to the Company for which it would have no adequate remedy, it is therefore agreed that the Company, in addition to and without limiting any other remedy or right it may have, shall be entitled to have an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and the Candidate hereby waives any and all defenses he or she may have on the grounds of lack of jurisdiction or competence of a court to grant such an injunction or other equitable relief. The existence of this right shall not preclude the applicability or exercise of any other rights and remedies at law or in equity which the Company may have.



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Standards for TC BRC Instructors

TC BRC instructors should personify the following standards:

- 1) Ability to introduce and demonstrate exercises properly
 - Introduce and explain the demonstrations for all exercises
 - Demonstrate proper technique for all exercises
- 2) Deliver clear and strong classroom presentations
 - Have a clear understanding and knowledge of all PowerPoint slides
 - Be able to apply a variety of real-world examples from personal experience to illustrate core concepts
- 3) Maintain a range of knowledge of "Total Control" curriculum materials
 - Working knowledge of the Total Control, Second Edition book
 - Ability to handle Q&A sessions independently
 - Ability to relate material to all different types of riders
- 4) Handle range management
 - Set up and verify course layouts and conditions
 - Alter course layout for the exercise at hand
 - Direct flow and prevent any incorrect student maneuvers in terms of safety
- 5) Give quick and accurate feedback of range exercises
 - Make quick, precise observations of student mistakes
 - Manage student agreement on the observed errors
- 6) Confirm Student understanding and satisfaction
 - Understand how to empower the students to communicate their needs
 - Ability to check the students understanding of materials/range performance
 - Conduct a wrap up of the day and confirm students' satisfaction
- 7) Set a good example for students to emulate
 - Wear personal protective equipment (PPE) when demoing and riding to, from or on the range.
 - Maintain a clean riding/driving record
 - Conduct oneself with the highest standards of professionalism with regards to language, dress and interpersonal relations
- 8) Follow dress code guidelines
 - Classroom*
 - Business casual dress code to project a professional image for the students
 - Clothing that has the company logo shall be worn
 - Torn, dirty or frayed clothing is unacceptable
 - Range*
 - PPE includes motorcycle-specific jacket and gloves, long, durable, pants, DOT-compliant helmet (3/4 minimum) and boots that cover the ankles.
 - Instructor wears official program shirt/vest as an outer garment (where applicable).
- 9) Consumption of drugs and/or alcohol is prohibited before, during or after class
 - Until such time as the motorcycle is put away permanently for the day
 - There is a zero tolerance policy for drug and alcohol use and any violation will result in immediate suspension or termination

10) Complete Professional Development as required by TCTI

- Ride often and take additional advanced motorcycle/teaching courses to expand experience and skills

I agree to abide by these standards of professional conduct.

Name (Print Clearly)

Date

Signature