

SECTION 5

OTHER INFORMATION

1. Are you a U.S. Citizen? Yes No
 If no, what country are you a citizen of? _____

2. I have enough income to maintain my current lifestyle without spending funds allocated for development of my BEAT Personal Training franchise(s) until opening. Yes No

3. I understand that if financing is required to open my BEAT it is my sole responsibility to obtain the financing. Yes No

SECTION 6

SIGNATURE

I understand that the acceptance of this Franchise Application by BEAT Personal Training Franchising, Inc or any of its affiliates (collectively "BEAT Personal Training") does not constitute the grant of a franchise. I understand that BEAT Personal Training grants franchises only by executing written franchise agreements. By signing below, I authorize BEAT Personal Training and its assigns to start an investigative consumer report (including information regarding my character, general reputation, personal characteristics and mode of living) and credit investigation based on the information voluntarily provided by me and warrant that all information provided is true and accurate. I understand that I have a right to request that BEAT Personal Training make a complete and accurate disclosure of the nature and scope of such investigation. BEAT Personal Training may obtain my credit report in connection with this application. This is my authorization to credit reporting agencies, bank(s), creditors, and suppliers to release to BEAT Personal Training, and to BEAT Personal Training to release to such parties, all information requested regarding my depository, loan or other credit information including, without limitation, financial information, by telephone or in writing as part of the normal credit evaluation process. I release my bank(s), creditors, suppliers and BEAT Personal Training from all liability with respect to the release of any such requested information. Authorization is granted to use photo or fax copies of my signature to obtain information. If I am requesting that BEAT Personal Training make a credit determination based on my credit worthiness combined with any co-applicants, I authorize BEAT Personal Training to discuss any derogatory credit items with such co-applicants. I understand that BEAT Personal Training may, at any time, require that I sign an updated application or provide updated information. I acknowledge that I have read, and hereby agree to be bound by the Confidentiality and Non-Disclosure provisions which appear below.

 DATE PRINT NAME (FIRST, MIDDLE INITIAL, LAST) SIGNATURE IN INK

SECTION 7

EXPLANATIONS

SECTION 8

HOW DID YOU HEAR ABOUT US? (Please check only one)

<input type="checkbox"/> I'm a member	<input type="checkbox"/> Friend/Relative	<input type="checkbox"/> Radio Ad	<input type="checkbox"/> FranchiseAdvantage.com
<input type="checkbox"/> In Store Brochure	<input type="checkbox"/> USA Today	<input type="checkbox"/> Magazine Article	<input type="checkbox"/> FranchiseGator.com
<input type="checkbox"/> Received Card in Mail	<input type="checkbox"/> Wall Street Journal	<input type="checkbox"/> Yahoo	<input type="checkbox"/> Entrepreneur.com
<input type="checkbox"/> Newspaper Classifieds	<input type="checkbox"/> Newspaper Article	<input type="checkbox"/> Google	<input type="checkbox"/> Franchise ForSale.com
<input type="checkbox"/> Online Ad	<input type="checkbox"/> Entrepreneur Magazine	<input type="checkbox"/> Franchise.com	<input type="checkbox"/> Other Internet Site
<input type="checkbox"/> BEAT Personal Training Owner			

CONFIDENTIALITY AND NON-DISCLOSURE

The individual who has signed the application on the reverse hereof ("Applicant") has applied to become a franchisee of BEAT Personal Training ("BEAT ") and, in connection with the application process, may become privy to certain Information regarding the business of BEAT Personal Training and its affiliates and its franchisees which BEAT Personal Training classifies and protects as confidential and proprietary (the "Information"). BEAT Personal Training is willing to divulge such information (as and to the extent it deems appropriate in connection with the Applicant's application) only if the Applicant agrees to protect the confidentiality of such Information. In consideration of the disclosure of Information, Applicant agrees to the following terms and conditions:

1. Confidentiality. Applicant on behalf of itself and its affiliates, employees, officers and directors, agrees to maintain as confidential all Information disclosed to it. Applicant shall not, directly or indirectly, disclose any such Information to any third party without BEAT Personal Training's prior written consent, nor shall Applicant use any Information for its own benefit (except for the purpose of the discussions contemplated by this Agreement) or for the benefit of any third party. The dissemination of Information by Applicant within its own organization shall be limited to those employees and consultants whose duties justify the need to know such Information.
2. Return of Information. Applicant shall return to BEAT Personal Training within ten (10) days of written re-quest therefore, all information, together with any and all copies thereof.
3. No Rights in information. Neither this Agreement nor the disclosure of Information shall be deemed, by implication or otherwise, to vest in Applicant any rights in the Information or any other trade secrets or property of BEAT Personal Training.
4. Breach. Any breach of any provision hereof will be theft of BEAT Personal Training trade secrets, and will cause irreparable harm and damage to BEAT Personal Training. BEAT Personal Training shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, BEAT Personal Training may recover damages from Applicant for any loss caused by any violation of the provisions of this Agreement (including violations by third parties to whom Applicant discloses Information). In any action brought to enforce any of the provisions of this Agreement, BEAT Personal Training shall be entitled to reasonable attorneys fees and costs.
5. Law. This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Colorado. The parties agree that the exclusive venue for disputes between them shall be in the District Court for the City & County of Denver, Colorado, or the United States District Court for the District of Colorado, and the parties each waive any objection they may have to the personal jurisdiction of, or venue in, such courts.
6. Severability. Any provision hereof which may prove unenforceable under any law or by any court shall not affect the validity of any other provision hereof.

Please return this application to:

BEAT Personal Training, Inc.
4783 Red Bank Road
Cincinnati, OH 45227
Attn.: Franchise Approvals

1 (866) 621-2328

FAX: 1 (513) 561-3571

www.BEATPersonalTraining.com
