

INDEPENDENT CONTRACTOR AGREEMENT
FOR TRAINER / INSTRUCTOR AT

(GYM NAME)

This Independent Contractor Agreement ("Agreement") is made and entered into as of this _____ day of _____, 20____ ("Effective Date") by and between _____, a _____ legal entity formed in the state of _____ ("Gym"), and _____ a sole proprietor ("Contractor") to provide fitness coaching and training ("Program") hereby agreed upon, as described herein, and as amended from time to time and approved in writing by the Gym.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on at the end of the calendar year, unless terminated earlier as provided herein, and thereafter, unless terminated, automatically renew for successive one year terms, .

2. COMPENSATION

2.1 Gym shall pay Contractor within thirty (30) calendar days of the Program provided. Gym shall pay the Contractor an amount equal to (circle one below):

A. _____ percent (___%) of the amount of total enrollment fees collected attributable to that program, minus _____.

B. _____ dollars (\$____) per program, if the following conditions are met:
_____.

C. _____
_____.

2.2 The Gym pays Contractors electronically; the Contractor shall be responsible for ensuring an up to date "Direct Deposit Authorization Form" is on file with the Gym.

3. DUTIES OF GYM

3.1 Registration. Gym shall register all participants for training programs and shall collect all enrollment fees. Contractor shall not accept enrollment fees directly from a participant unless the Gym approves, in advance and in writing, the acceptance of enrollment fees by the Contractor.

3.2 Gym Facility. Gym shall provide a location for the Program without charging Contractor any fees, unless otherwise agreed by the parties. The Gym will schedule dates and times for the programs.

4. CONTRACTOR DUTIES

4.1 Contractors. Contractor hereby certifies that he / she is qualified to provide responsible and safe instruction and supervision for the Program. Contractor warrants that it will continuously engage in the training and practice required to maintain the ability to deliver responsible and save instruction and supervision for the Program(s).

4.2 All Contractors must complete a Background Check, and provide proof of legal right to work in the United States.

4.3 Subcontracting. Contractor shall not subcontract or assign any portion of the rights, obligations or duties required under this Agreement, without first obtaining prior written approval from the Gym. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

4.4 Anti-Discrimination Laws. Contractor agrees and certifies that, except as permitted by law, no person shall, on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, sexual orientation or any other impermissible basis under the law, be excluded from participation in, or be denied the benefits of the services provided pursuant to this Agreement, and Contractor agrees not to discriminate on said grounds in the delivery of Programs. Contractor shall, where applicable, conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

4.6 Absences. Contractor shall obtain permission from Gym two (2) weeks prior to any planned absence from the Program. In the event of illness, Contractor is required to notify Gym and Participants twelve (12) hours prior to any program cancellation.

4.6.1 Gym urges Contractor to get a Gym pre-approved substitute Contractor whenever possible instead of cancelling Classes. Contractor shall obtain Gym's prior written approval of any substitute Contractor.

4.6.2 When cancelling a program, Contractor shall contact all participants as soon as possible.

4.7 Contact Information. Contractor is required to notify Gym in writing of any name, address, telephone number, email, website or direct deposit payment changes within forty eight (48) hours of such change.

4.8 Other Requirements. Contractors shall:

4.8.1 Cooperate fully with all reasonable requests from Gym staff;

4.8.2 Maintain the highest degree of participant safety possible;

4.8.3 Immediately report to the Gym Staff any injuries as a result of Program participation;

4.8.4 Injuries or Damages. Immediately report to the Gym Staff any injuries as a result of Class participation, damages to the gym facility that could cause potential injury to a Class participant, and/or other needed maintenance repairs. Contact the Gym Staff staff by phone or email;

4.8.5 Know facility rules and regulations and provide pertinent information to participants;

4.8.6 Abide by all Gym policies and procedures.

5. NOTICES

5.1 Unless otherwise indicated, all notices, demands, requests or approvals, including change of address notices, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on

the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to Gym shall be addressed to Gym at:

Attn: _____

Address: _____

E-mail: _____

5.2 All notices, demands, requests or approvals from Gym to Contractor shall be addressed to Contractor at the contact information provided on the signature page of this Agreement.

6. INDEPENDENT CONTRACTOR

The parties intend and agree that at all times during the performance of services under this Agreement that Contractor shall act as an Independent Contractor and shall not be considered an agent or employee of Gym. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance. Contractor also agrees to provide liability insurance as may be required by Gym and described more fully below. Gym shall not be liable for any payment or compensation in any form to Contractor other than as provided herein. Gym reserves the right to employ other independent contractors and Contractors who teach the same or similar classes. Gym shall provide Contractor with applicable IRS forms at the end of the calendar year for all fees paid to Contractor.

7. INSURANCE

7.1 General Liability Insurance. (Circle One Below)

- A. Contractor must provide and maintain at all times general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. The policy shall carry a general liability special endorsement naming the Gym. Evidence of insurance certificate shall be provided to and approved by Gym.

B. Contractor is not required to maintain general liability insurance. Gym shall maintain at all times general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage.

7.1.1 Contractor's insurance coverage shall be primary insurance and/or primary source of recovery as respects to Gym, its elected or appointed officers, agents, officials, employees and volunteers with respect to all claims, losses or liability arising directly or indirectly from the Contractor's operations or Service provided to the Gym. Any insurance or self-insurance maintained by Gym, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

7.1.2 Said policy must also provide a written thirty (30) day notice of cancellation (ten (10) day written notice for non-payment of premium) to the Gym at the address listed herein.

7.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with the Labor Code of their applicable state law, requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any work. Contractor shall carry the insurance or provide for self-insurance required by their state law to protect said Contractor from claims under the Workers' Compensation Act..

7.2.1 The insurer issuing the Workers' Compensation insurance shall amend its policy by endorsement to waive all rights of subrogation against the Gym, its elected or appointed officers, agents, officials, employees and volunteers. Contractor shall submit to Gym, along with the required certificate of insurance a copy of such waiver of subrogation endorsement.

7.2.2 In the event Contractor has no employees requiring Contractor to provide Workers' Compensation insurance, Contractor shall so certify to Gym in writing prior to Gym's execution of this Agreement.

7.3 Automobile Liability Coverage. If Contractor's duties involve transporting members or guests to Programs, competitions, or for any other purpose, Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this

Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence, or as approved by the Gym's Risk Manager or his/her designee.

8. FINGERPRINTS AND CRIMINAL BACKGROUND CHECK

8.1 All Contractors and their Representatives must submit to and pass a criminal background investigation by providing a complete set of fingerprints to the Gym at least thirty (30) calendar days prior to teaching, substituting for Contractor, or assisting with any Class. Such Contractors and their Representatives are required to submit fees to cover all costs associated with fingerprinting. Fingerprints may be required to be updated every five (5) years.

8.2 In addition, all Classes involving minors age seventeen (17) or younger must be taught in an open atmosphere where parents and guardians are able to observe Class instruction, if so desired. At no time can the parent or guardian of a minor be denied access to a Class.

9. CONFIDENTIALITY; OWNERSHIP OF DOCUMENTS

All Class rosters, participant addresses, contact information, program materials, and any other such information or documents compiled by Gym and provided to Contractor, shall remain the property of Gym. Contractor shall not release such information to others without the prior written authorization by Gym. Contractor shall not use such information for any other purpose than those authorized by Gym. All Class rosters, Class participant addresses and contact information, shall be used by the Contractor solely for administration of Classes and performing Gym business. Contractor will take reasonable steps consistent with the law to prevent distribution of such information. Contractor's obligations under this Section shall survive the termination of this Agreement.

10. USE OF NAMES AND LOGOS; ADVERTISING, AND PRESS RELEASES

Contractor shall not include Gym's name, logos or insignia, or photographs of the Program site or participants, pertaining to Contractor's services or Programs in any magazine, trade paper, newspaper, radio or television production, Internet, or other printed or electronic medium without the prior written consent of Gym and participants.

11. LICENSING

All Contractors must have and maintain on an ongoing basis valid training, knowledge, licensing, and skill to provide safe Program instruction.

12. INDEMNIFICATION

12.1 General. Contractor shall indemnify, defend and hold harmless Gym, its elected and appointed officers, employees, agents, representatives, the Gym owners, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Contractor, his or her employees, representatives, officers and agents in the course of performing services under this Agreement; however, Contractor shall not be required to indemnify Gym from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

12.2 Intellectual Property. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from any claim of infringement or other proceedings brought against Gym for any intentional or unintentional violation by Contractor of the legally protected rights of any third parties, with respect to works performed, logos displayed, or written or digital materials provided by Contractor and used during the performance of this Agreement. Such legally protected rights of third parties include but are not limited to trade secrets, moral rights, proprietary acts, U.S. patents, trademarks, service marks and copyrights vested or issued as of the effective date of this Agreement.

13. TERMINATION

Gym has the right, at its sole discretion and with or without cause, to terminate this Agreement at any time by giving three (3) calendar days prior written notice to Contractor. In the event of termination under this Section, Gym shall pay Contractor on a prorated basis for any programs or Programs that were actually taught by Contractor, if any, up to the effective date of termination.

14. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under the Agreement, Contractor shall submit to Gym in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and

identified by Contractor in writing as unsettled at the time of its final request for payment. The Contractor and the Gym expressly agree that in addition to all claims filing requirements set forth in the Agreement, the Contractor shall be required to file any claim the Contractor may have against the Gym in strict conformance with the Government Claims Act (Govt. Code §§ 900 et seq.).

15. STANDARD PROVISIONS

15.1 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted

15.2 Waiver. A waiver by Gym of any term, covenant, or condition in the Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

15.3 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and Agreements of whatsoever kind or nature are merged herein. No verbal Contract or implied covenant shall be held to vary the provisions herein.

15.4 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits attached hereto, the terms of this Agreement shall govern.

15.5 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and Gym and approved as to form by the Gym Attorney.

15.6 Controlling Law and Venue. The laws of the State of _____ shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of _____, State of _____.

15.7 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.

15.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

15.9 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

15.10 No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.

15.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:

FOR GYM:

X: _____

Name: _____

Title: _____

Date: _____

FOR CONTRACTOR:

X: _____

Name: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Address: _____
