

Date received \_\_\_\_\_ Date Processed \_\_\_\_\_ Corporate approval \_\_\_\_\_

## **INDEPENDENT CONTRACTOR AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Sweat PT LLC, a Limited Liability Company ("Company") and \_\_\_\_\_ a \_\_\_\_\_ ("Contractor").

Contractor is an independent contractor willing to provide certain services to the Company and the Company desires to engage the Contractor's services. In consideration of the mutual terms, conditions and covenants here in after set forth, Company and Contractor agree as follows:

1. The Company hereby engages the Contractor as an independent contractor, and Contractor hereby accepts such engagement.
2. The term of this Agreement shall commence on \_\_\_\_\_. Either party may, without cause, terminate this Agreement by giving written notice to the other; provided, however, Company may immediately terminate this Agreement in the event Contractor breaches the terms of this Agreement.
3. Company shall pay Contractor for all services to be provided pursuant to this Agreement, the sum of % \_\_\_\_\_ per class or % \_\_\_\_\_ per training session. Contractor may also receive a percent finder's fee for each client brought to the Company.
4. Contractor shall provide on an "as needed" basis the following services - exercise classes, personal training sessions and post-rehab. Contractor shall devote such time, attention and energies as required to professionally provide such services.
5. Contractor is an independent contractor and may engage in other business activities provided; however, Contractor shall not during the term of this Agreement solicit the Company's employees or clients on behalf of Contractor or any other person or entity.
6. If Contractor becomes unable to perform services pursuant to this Agreement by reason of serious illness, incapacity or death, this Agreement shall terminate and the Company shall make a final payment to Contractor for any services rendered prior to termination of the Agreement.
7. Neither party may assign this Agreement without the express written consent of the other party.
8. Contractor is an independent contractor and nothing contained in this Agreement shall be deemed or interpreted to constitute the Contractor as a partner, agent or employee of the Company, nor shall either party have any authority to bind the other.
9. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties. No change or modification of this Agreement shall be valid unless the same in writing and signed by the parties.

10. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified-Mail – Return Receipt Requested, postage prepaid, addressed to the party’s last known address.
11. Contractor agrees he/she is not an employee of the Company for any purpose whatsoever including unemployment tax, social security contributions, income tax withholding or worker’s compensation, whether state or federal. Contractor agrees to pay and be responsible for all taxes on payments received from Company, including self-employment taxes. Contractor is not eligible to participate in any of the Company’s employee benefits programs.
12. The Contractor will provide services for sub-contracted clients of the Company only at Bailey’s Gym Inc. locations.
13. This Agreement shall be constructed in accordance with and governed by the laws of the State of \_\_\_\_\_.
14. Company will pay Contractor bi-weekly as individual sessions are trained and paid for by the client.
15. Attached as Exhibit A is a verification of insurance requirement to be completed by Contractor and delivered to the Company before services are rendered.
16. Attached as Exhibit B is the Company’s social media policy for Contractors regarding non-solicitation of Company clients.
17. Contractor agrees he/she will not disparage the Company, its owners, employees and other Contractors in any oral or written communications to any third party, publication, or social media posts both during the term of this Agreement and after the Agreement is terminated. The Company shall not disparage the Contractor in any oral or written communications to any third party, publication or social media posts both during the term of this Agreement and after the Agreement is terminated.

INTENDING TO BE LEGALLY BOUND, the parties here to have caused this Agreement to be executed as of the date of above written.

BY \_\_\_\_\_  
 Sweat PT LLC    Name (Please Print)    Date  
 “Company”

BY \_\_\_\_\_  
 “Contractor”    Name (Please print)    Date

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**EXHIBIT A**

I, \_\_\_\_\_ (Contractor) hereby recognize and assume all the risks associated with instructing personal training and release Sweat PT LLC and Bailey’s Gyms Inc. and its employees, agent representatives, and volunteers harmless from any and all obligations, liabilities, claims, demands, costs, and expenses, including attorney’s fees, or demands of any kind of nature whatsoever which may arise or in connection with my participation in any activities related to personal training. The terms hereof serve as a release and assumption of risk for me, my heirs, estate, executor, administrator, assignees, and for all members of my family.

Furthermore it is required of me to carry insurance that covers but is not limited to:

1. General Liability
2. Professional Liability
3. Personal Injury for Defamation

Sweat PT LLC. and Bailey’s Gym Inc. will be named as additionally insured on any such policies, and proof of this binder shall be provided by the Contractor.

By \_\_\_\_\_  
Contractor Print Name Date

**EXHIBIT B**

**Social Media**

- Contractor may not use social media to offer training or nutrition guidance to Sweat PT or Bailey's Members or Clients outside the services Contractor performs on behalf of Sweat PT.
- Contractor may not tag Sweat PT or Bailey's Gym in any post that may be also promoting a personal health, fitness or nutrition business other than Sweat PT or Bailey's Gym.
- Contractor must tag Sweat PT AND mention Sweat PT (@SweatPT) in any social media photo that includes a Sweat PT client (Example: transformation photo).
- Contractor must receive prior written approval from Sweat PT to use any Sweat or Bailey's logo on social media.
- Any workout or training video or photo filmed at Bailey's Gym OR with Sweat PT must mention (@sweatpt) and tag #sweatpt. This would include any video demonstrating a workout etc.
- Any transformation before and after photos, client photos or videos while working at Bailey's Gym OR Sweat PT may only be promoted on a personal account for the duration of the Contractor's time working with Bailey's or Sweat PT. Once the Agreement is terminated, all content must be removed and cannot be repurposed to assist in promoting any other training or health business of the Contractor.

I acknowledge and agree to the terms of social media use set forth above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
"Contractor"