



rev-c

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into on the date last written below, by and between Wellfitness, Inc. (hereinafter "Employer"), and _____, an independent Contractor (hereinafter "independent Contractor ");

WHEREAS, the Employer desires to retain the services of independent Contractor, and independent Contractor desires to render services to the Employer, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

1.1 Term. Employer agrees to hire independent Contractor, at will, for a term commencing on _____, 20____ and continuing until terminated in accordance with Section 4 of this agreement.

1.2 Duties. independent Contractor agrees to perform work for the Employer on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this agreement. Independent Contractor's duties shall include the following:

A: Conduct Spa/ Fitness Services for Wellfitness, Inc. Clients _____

independent Contractor further agrees that in all such aspects of such work, independent Contractor shall comply with the policies, standards, regulations of the Employer from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the Employer.

SECTION 2 – CONFIDENTIALITY

2.1 Confidentiality. Independent Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Employer, including amounts paid therefore, client and customer lists, and other Employer data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Employer. Except for disclosures required to be made to advance the business of the Employer and information which is a matter of public record, Independent Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Independent Contractor or any other person,

Wellfitness, Inc.

Independent Contractor



rev-c

except with the prior written consent of the Employer. Employer understands that certain Confidential Information may be required to be disclosed to certain individuals: directors, officers, employees, agents, or advisors (collectively, Representatives) of Independent Contractor. Independent Contractor shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this agreement. The term “confidential information” does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to Independent Contractor on a non-confidential basis, provided that the source of such information was not known by Independent Contractor (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In the event that Independent Contractor or any of Independent Contractor’s representatives, assigns, or agents are requested or required by law or legal process to disclose any of the Confidential Information, the party required to disclose such information shall provide Employer with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction Independent Contractor is subject and that have the legal right to inspect the files that contain the Confidential Information and Independent Contractor will advise Employer promptly upon such disclosure.

2.2 Return of Documents. Independent Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer, and shall be returned to the Employer upon the termination of this Agreement or upon the written request of the Employer.

2.3 No Release. Independent Contractor agrees that the termination of this Agreement shall not release Independent Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3 - COMPENSATION



rev-c

3.1 Compensation. In consideration of all services to be rendered by Independent Contractor to the Employer, the Employer shall pay to said _____ the amount of commission earned every week bi-weekly month year other _____ as according to Exhibit A

3.2 Withholding; Other Benefits. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Independent Contractor shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Independent Contractor with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

SECTION 4 - TERMINATION

4.1 Termination at Will. This Agreement may be terminated by the Employer immediately, at will, and in the sole discretion of Employer. Independent Contractor may terminate this Agreement upon 5 day's written notice to Employer. This Agreement also may be terminated at any time upon the mutual written agreement of the Employer and Independent Contractor.

SECTION 5 - INDEPENDENT CONTRACTOR STATUS

5.1 Independent Contractor acknowledges that he/she is an independent contractor and is not an agent, partner, joint venturer nor employee of Employer. Independent Contractor shall have no authority to bind or otherwise obligate Employer in any manner nor shall Independent Contractor represent to anyone that it has a right to do so. Independent Contractor further agrees that in the event that the Employer suffers any loss or damage as a result of a violation of this provision Independent Contractor shall indemnify and hold harmless the Employer from any such loss or damage.

5.2 Assignment. The Independent Contractor shall not assign any of his/her rights under this agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of the Employer.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF INDEPENDENT CONTRACTOR

6.1 Independent contractor represents and warrants to the Employer that there is no employment contract or other contractual obligation to which Independent Contractor is subject, which prevents Independent Contractor from entering into this Agreement or from performing fully Independent Contractor's duties under this Agreement.



rev-c

6.2 Independent Contractor represents that he/she is licensed by the appropriate licensing agency for the _____ profession and that he/she is in good standing with such agency.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Independent Contractor or Employer an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Independent Contractor or Employer.

7.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.3 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida.

7.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

7.5 **Severability.** If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.



Exhibit A

Independent Contractor will receive _____% for training sessions (Intl: _____)				
STAGE 1	STAGE 2	STAGE 3	STAGE 4	Trainer Elite
37.5%	42.5%	50%	60%	70%


- Independent Contractor not reaching a minimum of 5 sessions a pay period after 60 days of start of employment may have training payout percentage rate drop by three percent or be terminated.
- Independent Contractor that does not sale any packages after 30 days of employment may have training payout percentage rate drop by three percent or be terminated.
- Monthly cash bonuses for the sale of a 10 pack session or more. (\$60 or more per session only, must have personal training current certification to receive cash bonus).
- Independent Contractor must complete and continuously update fitness evaluations for all his or her clients, failure to do so will result in training payout percentage rate drop by three percent for each occurrence.
- Independent Contractor failing club audits will have a decrease in training session percentage or in Independent Contractor hour base pay out of 3%. The decrease will be a 3% loss for each audit item failed. Audits will be conducted at random. To reinstate loss percentage Independent Contractor must past three consecutive audits.
- Independent Contractor with a National Certification / current CPR and who have completed the in house training/ pre-test, and score a 90% and above will start at above agreed percentage. All other Independent Contractor will start at Stage 1.
- Independent Contractor must complete the mandatory Trainer Boot Camp monthly. If Independent Contractor does not pass, Independent Contractor has one weeks after he/she take the Boot Camp to take a make up test. If Independent Contractor fails to take the make up within the allotted time, Independent Contractor will lose training privilege, and will be moved back to stage 1. A no show is an automatic failure and counts as a Boot Camp failure, and the contractor has one week to make up the Boot Camp.
- Independent Contractor completing all of the above and who have completed all 15 written exams will receive Trainer Elite status and 70% of training sessions, a cash bonus of \$500.00, and an in house certification. Independent Contractors at this level must complete and pass all Trainer Monthly Boot Camps to keep training session percentage rate of 70%. If Independent Contractor does not complete and pass all Trainer Monthly Boot Camps, Independent Contractor's rate will drop back to stage 1 and will lose training privilege. Until the time that the Independent Contractor meets the above requirements he/she will remain at stage 1.

Independent Contractor

Date

Witness

Date

Wellfitness, Inc. 

Date

Wellfitness, Inc.

Independent Contractor