

Personal Trainer Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") entered on _____, by and between _____, represented by _____, with address at _____ ("Company"), and _____, with address at _____ ("Contractor") whereby the Contractor is a physical fitness expert with the intention to provide personal fitness sessions for the Company's customers.

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

Term

The term of this Agreement shall commence on _____, and shall terminate one year thereafter or upon notice by any of the parties hereto unless terminated earlier as provided herein.

Terms and Conditions of the Services to be Performed

Personal training sessions will last _____ minutes and will be supervised by the Contractor throughout the session.

The Contractor shall create an exercise program specifically designed for the client in accordance with the level of the client.

The Contractor shall be assigned to the client by the Company and is subject to change at any time. The client is allowed to request a new Contractor and the Company shall make every effort to accommodate if the circumstances allow.

Compensation

The Company shall pay the Contractor an amount equal to;

_____ percent of the total enrollment fees collected attributable to the Contractor.

_____ dollars per session.

The Company shall pay the compensation within _____ calendar days after the enrollment of the client to the service provided. The payment shall be made via

_____.

Duties of the Company

It shall be the responsibility of the Company to do the following:

The Company shall provide access to the facilities and materials that shall enable the Contractor to perform their duties as Personal Trainer without cost on the latter, particularly in assisting clients and customers.

The Company shall communicate with the Contractor for the proper scheduling if necessary.

The Company agrees to contact the Contractor in case their schedule has had any modifications.

The Company shall register all participants for training programs and shall collect all enrollment fees. The Contractor shall not accept enrollment fees directly from a participant unless the Company approves, in advance and in writing.

Duties of the Contractor

It shall be the responsibility of Contractor to perform the following:

The Contractor accepts to ensure proper attendance of participants for personal fitness training sessions.

The Contractor shall ensure that participants are all properly enrolled in the program which Contractor holds.

The Contractor acknowledges that signing this Agreement is accepting that the Contractor has the necessary certifications for qualifications and legal capacity to work in the United States and in the performance of duties in this Agreement.

The Contractor agrees to go through a background check.

The Contractor shall prepare a curriculum for creating a systematic approach to the development of participants.

The Contractor shall be responsible for training, supervising, evaluating, scheduling the training program as Contractor warrants that it will continuously furnish the necessary personnel to provide the Program or Classes as contemplated by this Agreement.

The 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 Company. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

The Contractor shall, at all times, observe the proper conduct and ethics with all participants and colleagues at all times.

The 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.

The Contractor shall obtain permission from the Company _____ prior to any planned absence from the Program. In the event of illness, the Contractor is required to notify the Company and the clients _____ hours prior to any program cancellation.

The Company urges the Contractor to get a pre-approved substitute Contractor whenever possible instead of canceling classes. The Contractor shall obtain Gym's prior written approval of any substitute Contractor.

The Contractor is required to notify the Company in writing of any name, address, telephone number, email, website or direct deposit payment changes within _____ hours of such change.

The Contractor agrees to fully cooperate with all reasonable requests from the Company staff.

The Contractor shall Maintain the participant safety at the highest level.

The Contractor shall immediately report to the Company Staff any injuries as a result of class participation, damages to the Company facility that could cause potential injury to a class participant, and/or other needed maintenance repairs.

Indemnification

The Contractor shall indemnify, defend and hold harmless the Company, its officers, agents and employees from any claim or causes of action brought against the Contractor or the Company for any liability caused by the Contractor.

Insurance

The Parties agree that at all times during the performance of services under this Agreement, Contractor is an Independent Contractor. As such, the Contractor shall be solely responsible for remitting any and all federal and state taxes. No workers compensation insurance shall be afforded to the Contractor. It shall likewise be the responsibility of the Contractor to provide liability insurance as required by law.

Confidential Information

The term "Confidential Information" shall mean any information owned by the Company, including all business or management methods, marketing data, trade secrets, customer or client information, or other sensitive information or data whether such Information is not held as public information.

During the effectiveness of this Agreement, the Contractor shall not release such information to others without the prior written authorization by the Company. Contractor shall not use such information for any other purpose than those authorized by Company and shall at all times protect the Confidential Information from any form of negligent disclosure or any other similar causes.

Termination

With a reasonable cause, either the Contractor or the Company may terminate this Agreement, effective immediately upon giving _____ days prior written notice.

Reasonable cause includes;

- Material breach of this Agreement
- Any act exposing the other party to liability to others for personal injury or property.

General Provisions

Non-Waiver

No waiver of any kind shall be considered as having been made by the parties unless such waiver is made in writing and signed by the waiving party.

Amendments and Modifications

Any amendment or modification in this Agreement shall require the affirmative consent of the parties hereto constituted in writing and signed by both parties.

Separability

In the event that any of the provisions herein would be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability shall be of that provision alone and the remaining provisions of this Agreement shall continue in full force and effect.

Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which together shall constitute as one and the same Agreement.

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.

Governing Law

This Agreement shall be governed and construed under the laws of the State of _____, to the exclusion of other state laws and other conflicts of laws.

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

Company:

Contractor:



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