

CONTRACT OF LABORS AGREEMENT

Chele Fitness, LLC.
19875 Southwest Fwy #290, Sugar Land, TX 77479
(281) 937-7514 | Michele@DropZoneSL.com



Agreement made this _____ day of _____, 20____ by and between Chele Fitness, LLC, DBA Drop Zone Fitness Sugar Land (Company) and _____ a _____ (“Independent contractor”).

Independent contractor is an independent contractor willing to provide certain skills and abilities to the Company that the Company has need for. In consideration of the mutual terms, conditions and covenants hereinafter set forth, Company and Independent contractor agree as follows:

1. The Company hereby employs the independent contractor as an independent contractor, and the Independent contractor hereby accepts employment.
2. The term of this Agreement shall commence on _____. After the first thirty (30) days of the term, wither party may, without cause, terminate this Agreement by giving _____ 30 days’ written notice to the other.
3. The Company shall pay to independent contractor and independent contractor shall accept from the Company as compensation for all services to be provided pursuant to this agreement, the sum of %_____per class or %_____ per training session. Independent Contractor is responsible for any and all taxes. Independent Contractor must adhere to set pricing of Company unless otherwise approved by management.
4. Independent Contractor shall provide on an “as needed “ basis the following services: personal training sessions, group training, and or specialty training sessions. Independent Contractor shall devote such time, attention, and energies as required. In the event Independent Contractor should change schedule sessions; notification to Company management is required to keep consistency with clients.
5. Independent Contractor is an Independent Contractor and may engage in other business activities provided; however, that Independent Contractor shall not during the term of this Agreement solicit Company employees or accounts on behalf of Independent another entity.
6. If Independent Contractor becomes unable to perform services pursuant to this Agreement by reason of illness, incapacity or death, compensation shall cease upon the happening of the event.
7. Neither party may assign this Agreement without the express written consent of the other party.
8. Independent Contractor is an Independent Contractor and nothing contained in this Agreement shall be deemed or interpreted to constitute the Independent 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.

I, _____ (Independent Contractor) hereby recognize and assume all the risks associated with instructing personal training and release the Company 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 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**

The Company will be named as additionally insured on any such policies, and proof of this binder shall be provided by the Independent contractor.

By _____
Independent Contractor **Print name** **Date**

- 10. The Independent Contractor is responsible for paying income tax and self-employment tax. Drop Zone Fitness does not withhold taxes from your pay.
- 11. The Independent Contractor will provide services for sub-contracted clients of the Company and only at Company locations.
- 12. This Agreement shall be constructed in accordance with and governed by the laws of the State of Texas.
- 13. The Company will pay Independent contractor bi-weekly as individual sessions are trained and paid for by the client.

Intending to be Legally Bound, the parties hereto have caused this Agreement to be executed as of the _____, _____, 20____.

By _____
Company (Mgmt.) **Name (Please Print)** **Date**

By _____
Independent Contractor **Name (Please Print)** **Date**

Phone No: _____

Email address: _____