



INDEPENDENT CONTRACTOR AGREEMENT

Agreement made this _____ day of _____, 19____ by and between
_____ a _____ ("W & M Productions Inc.") 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, either party may, without cause, terminate this Agreement by giving _____ 30 days' written notice to the other.
3. 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 will also receive a \$__ finder's fee for each client brought to (W & M Productions Inc.). Company shall reimburse Independent Contractor for insurance. Company shall not reimburse for any travel or related expenses.
4. Independent contractor shall provide on an "as needed" basis the following services: Aquatic and land exercise classes and personal training sessions and post-rehab. Independent Contractor shall devote such time, attention and energies as required.
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's employees or accounts on behalf of Independent Contractor or 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 and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be 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. This Agreement shall be construed in accordance with and governed by the laws of the State of _____.

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

BY _____
(W & M Productions Inc.)

(Name/Please Print)

(Date)

BY _____
(Independent contractor)

(Name/Please Print)

(Date)