

Independent Contractor & Non-Compete Agreement Between instructors/trainers and bodyADDICTS, LLC

This Independent Contractor Agreement is made effective for all purposes and in all respects as of this _____ (date), by and between **bodyADDICTS.com LLC**, (hereinafter known as "Principal") and _____, (hereinafter known as "Independent Contractor") who shall collectively be known herein as "the Parties".

RECITALS:

WHEREAS, Principal is engaged in the business of providing a directory and service for personal training;

WHEREAS, Principal wishes to engage Independent Contractor and Independent Contractor wishes to accept such engagement on the terms and under the conditions recited below;

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

A. Capacity of Engagement. The duties to be performed by Independent Contractor for Principal are generally described as follows: To provide personal training services to **bodyADDICTS.com LLC**, customers.

B. Term of Independent Contractor Agreement. Principal shall engage Independent Contractor in the capacity set forth above commencing on or about _____ (date training begins), and continuing for a **term of two years** with an **automatic renewal thereof for an additional year at the expiration of each term unless either party gives notice of intention not to renew the contract at least 14 days prior to the end of the current contract term/year.**

1. **Method of All Notices except termination for cause.** All notices required under this contract except termination for cause, shall be given either orally or in writing and delivered by phone, mail or email. Notices are not effective unless the receiving party recognizes receipt and responds to the other party that notice was received.
2. **Notice To Principal.** All notices under this contract to be given to the Principal shall be communicated to the following individual at the stated address: _____ . Principal may amend this subparagraph through written notice to the Independent Contractor.

3. **Notice To Independent Contractor.** All notices under this contract shall be given to the Independent Contractor as follows amend this subparagraph through written notice to the Principal. _____.

C. Termination for cause. Principal may terminate this independent contractor agreement at any time "for cause", the grounds for which are defined below. In the case of termination for cause, Principal shall have no obligation to Independent Contractor for compensation or any other form of benefit under this agreement except for compensation earned prior to the effective date of termination. Also, in the case of termination for cause, Principal shall reimburse Independent Contractor for all appropriately documented expenses incurred by Independent Contractor before the termination date that are otherwise reimbursable to him or her under this contract. The "notice period" and "notice method", if any, contained in paragraph B above do **not** apply to termination for cause. Principal must give actual notice to Independent Contractor of termination for cause and may deliver said notice either orally or in writing. Principal may make termination for cause effective immediately. However, should state or federal law require a notice period, the notice period so required under the law shall be applicable to this contract.

Grounds For "Cause" Termination. Commission of any of the following acts by the Independent Contractor constitute grounds for the Principal to terminate Independent Contractor "for cause" under this paragraph:

1. Independent Contractor is charged with a felony crime;
2. Independent Contractor commits a crime of moral turpitude such as an act of fraud or other crime involving dishonesty;
3. Independent Contractor fails to perform his or her duties in a competent manner;
4. Independent Contractor fails to comply with directives from **bodyADDICTS.com LLC** or company policies;
5. Independent Contractor commits any act or acts that harm the Company's reputation, standing, or credibility within the community(ies) it operates or with its customers or suppliers;
6. Independent Contractor fails to perform the duties assigned to him or her for any reason;
7. Independent Contractor solicits any customer of **bodyADDICTS.com LLC**.
8. Independent Contractor directly bills a customer of **bodyADDICTS.com LLC**.
9. Independent Contractor fails to maintain adequate liability insurance in full force.

D. Non-Compete Clause. For so long as independent contractor shall work for **bodyADDICTS.com LLC** and for a period of twenty-four, (24) months after termination, from **bodyADDICTS.com LLC**, for any reason, Independent Contractor shall not directly or indirectly solicit business from customers, clients and prospective clients of **bodyADDICTS.com LLC**. Nor shall said contractor engage in (as employee, instructor, principal, shareholder, partner, consultant, or any other capacity), any enterprise conducting business activities that are the same as or similar to **bodyADDICTS.com LLC** with in the non-compete geographic area defined below.

During the non-compete period, independent contractor shall not directly or indirectly solicit any employee or independent contractor of **bodyADDICTS.com LLC** for employment elsewhere.

1. The Bar on soliciting business from “clients, customers, and prospective clients and customers” **applies to individuals and entities that were clients or prospective clients at any time during the non-compete period.**

2. The brief description of **bodyADDICTS.com LLC**’s business activities contained in the recitals to this agreement shall not be considered an exhaustive list of the business activities of **bodyADDICTS.com LLC**.

3. The term “**Non-compete Geographic Area,**” for purposes of this agreement, shall be defined as within a 200-mile radius of **bodyADDICTS.com LLC** located in New York City.

4. Execution of this agreement **does not preclude Independent Contractor from personal training activities at gyms,** or in their own homes, homes of others or facilities in which they are currently employed as of the time of the execution of this agreement.

E. Independent Contractor Compensation. For all services rendered by Independent Contractor under this agreement, Independent Contractor shall receive fixed pay at the rate of \$____ per hour. This rate may be adjusted by agreement of the parties. **Independent Contractor shall receive a referral fee** in the amount of 10% of the contract fee for any field placements which **bodyADDICTS.com LLC** obtains as a result of Independent Contractor’s efforts to obtain a new placement or as a result of Independent Contractors relationship with said facility. This Referral fee shall be in addition to Independent Contractor compensation for teaching services.

F. Remedies in Event of Breach of Paragraph D. Independent Contractor hereby recognizes that irreparable damage will result to the Principal, and to the business of the Principal, in the event of breach by Independent Contractor of any of the covenants and assurances contained in paragraph D (non compete agreement) above. As such, in the event of breach of any of the covenants and assurances contained in paragraph D of this contract, Principal shall be entitled to enjoin and restrain Independent Contractor from any continued violation of any term of paragraph D. This equitable remedy shall be in addition to (and not supersede) any action for damages Principal may have for breach of any part of this agreement.

- a. Should the Principal be the prevailing party in any action at law or equity to enforce this contract, the Principal shall be entitled to all attorneys’ fees and costs incurred enforcing its rights under this agreement.

G. Remedies for Breach of Paragraph B – If for any reason, independent contractor

prematurely terminates the time period of their agreement with **bodyADDICTS.com LLC**, and such termination results in **bodyADDICTS.com LLC** having to reimburse money to customers with whom a contract has been made or who have paid for classes, then independent contractor shall pay that amount to **bodyADDICTS.com LLC**.

H. Survival of Paragraphs D and G. Should either party lawfully terminate this agreement, paragraphs D and G hereof shall survive any such termination and remain in full force and effect until the expiration of their legal enforceability.

I. Integration. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, and covenants, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement. Should the language of this contract conflict with any Principal's manuals or memoranda, the language of this contract shall control unless the external document specifically states that it shall act as a modification of company employment contracts and the Independent Contractor consents to this modification.

J. Severability. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

K. Modification. Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

L. Acknowledgements. Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.

M. Effect of Waiver of Breach. The waiver by the Principal of a breach of any of the provisions of this agreement by the Independent Contractor shall not operate or be construed as a waiver of any subsequent breach by the Independent Contractor.

N. Exclusive Jurisdiction for Suit in Case of Breach. The Parties, by entering into this agreement, submit to jurisdiction in New York County, New York for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of New York County, New York shall have **exclusive** jurisdiction over any disputes between the parties relative to this agreement, whether the dispute sounds in contract, tort, or other areas of the law

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the

foregoing, Principal and Independent Contractor affix their signatures hereto. I have read and understood the contents of this agreement and agree to all of its terms.

PRINCIPAL

INDEPENDENT CONTRACTOR

bodyADDICTS.com LLC

By:
Title: Director

Dated: _____,

Dated: _____,