

SAMPLE AGREEMENT TO PERFORM SERVICES AS INDEPENDENT CONTRACTOR

I hereby represent that I am trained and qualified to act as a Gymnastics Instructor.

I further represent and warrant that I perform this service for hire as said instructor, although this is not necessarily my only occupation.

I will act as an independent contractor and not as an employee of Gymnastics Center. I understand that I am not covered by the Gymnastics Center's workers' compensation insurance policy and thereby accept the risks of any injuries while providing services to the Gymnastics Center. I hereby agree to act for a consideration of \$_____ TOTAL, as payment for _____

The above stated consideration shall also be payment for the following: _____

If fewer than _____ persons register for the activity

- (a) the activity shall be canceled.
- (b) the instructor agrees to provide services as indicated above for consideration of \$_____ for each person registered;

Total consideration shall not exceed \$_____ per _____ hour session.

In no event will the activity be conducted if fewer than _____ persons register.

The activity shall be scheduled as follows: _____

Payment of the above consideration shall be made as follows: _____

I further agree to indemnify, defend, and hold harmless Gymnastics Center and its elected or appointed boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with the negligent or malicious actions by me in the performance of this Agreement by myself, my agents, officers, employees, subcontractors, or independent contractors hired by me. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

This agreement will remain in effect from:_____ TO _____
(Date) (Date)

I understand that the Gymnastics Center may terminate this agreement at any time, and that I will be paid a pro-rational amount for the service I have rendered up to the time of termination.

THIS CONTRACT MUST BE SIGNED AND RETURNED TO THE GYMNASTICS CENTER OFFICE PRIOR TO THE START OF THE CONTRACT SERVICE.

REIMBURSEMENT MAY BE WITHHELD FOR ANY SERVICES PERFORMED PRIOR TO THE EXECUTION OFTHIS CONTRACT.

Approved and Accepted:

By:

Gymnastics Center

Contractor's Signature

Fingerprint Form Processed on
Date:_____

Address

City State Zip

Telephone Number

SS#:_____