



Independent Contractor Agreement

This contract serves as a binding agreement between A-II Fitness and Independent Contractor _____, hereinafter referred to as IC, on _____.

Both parties agree to the following as listed below.

Please READ and initial all statements below:

The Independent Contractor (IC)...

_____ 1) represents that they are knowledgeable and experienced in training ideas and philosophies and possess, at minimum, a group fitness training certification and/or a personal training certification. All certifications must remain current and up-to-date. IC shall provide verification of training to A-II Fitness.

_____ 2) understands that they will need to generate leads, consistently promote A-II Fitness in a positive manner and act as a membership consultant by checking attendance and, on occasion, inputting client information and processing sales through A-II Fitness software. This software processes payments at the time of registration.

_____ 3) agrees they shall not solicit any A-II Fitness member to train outside A-II Fitness's premises.

_____ 4) understands that they will receive compensation for training sessions scheduled through A-II Fitness's software paid bi-weekly at the rate of \$50 per hour.

_____ 5) understands that A-II Fitness will evaluate client satisfaction with contracted services and determine if the services will be offered permanently by each trainer or instructor.

_____ 6) understands that upon becoming a permanent instructor, there will be an evaluation period at the 3, 6 and/or 12-month period to determine future position/session responsibility at A-II Fitness.

_____ 7) understands that member information is confidential and the sole property of A-II Fitness and cannot be accessed for personal use.

_____ 8) understands they must carry current and up-to-date fitness instructor liability insurance prior to teaching a session or providing Personal Training Services and must provide A-II Fitness with a current copy of their insurance policy. Any changes to this policy shall be updated immediately. A-II Fitness should be listed as an additional interest on the policy.

_____ 9) understands they must be CPR certified & provide A-II Fitness with a copy of their current certification.

_____ 10) understands that all equipment within the facility needs to stay on premises and cannot be used for any purpose other than generating revenue and clientele for A-II Fitness.

_____ 11) understands that upon termination of this contract by either party, the IC must return keys and other property of A-II Fitness prior to receiving final compensation.

_____ 12) is expected to present themselves in a positive and professional manner at all times. If available, **always** wear A-II Fitness apparel when teaching sessions. Representing other fitness studios, in any manner, is subject to immediate termination of this contract.

_____ 13) is expected to uphold the schedule by arriving with enough time prior to the session/session start time to begin sessions ON TIME. No exceptions.

If Conducting a Group Training or Instructing a Group Session

_____ 14) is expected to stay current on session formats and instructing techniques. Participation in sessions, whether at A-II Fitness or another related fitness studio, and workshops to enhance professional development are highly recommended.

_____ 15) if providing their own music which can be utilized in various session formats. IC's will keep their music upbeat, motivating and fresh by consistently changing up play-lists. Please choose music that has NO explicit language.

_____ 16) is responsible for finding their own substitute teachers a minimum of 2 weeks prior to the session. Emergency subs (sub request within the 2-week period) are the responsibility of the IC. Any request for a sub within the 2-week period prior to the session remains the responsibility of the IC until the session is covered or rescheduled.

_____ 17) understands the "Instructor No-Show" procedure and penalty if they do not show up for a session they are scheduled to teach. Penalty includes, but is not limited to, all costs incurred by A-II Fitness for that absent instructor. Instructors that are absent for session are expected to send an apology email to all enrolled.

_____ 18) may not dissuade an A-II Fitness member from taking another instructor's session or Personal Training Services.

_____ 19) is responsible for upholding the integrity of the studio by following the duties below:

Before sessions:

- 1) Arrive 15 minutes prior to session start time.
- 2) Greet every client with a smile and a warm welcome.

After Sessions:

- 1) Thank everyone for coming and wish them a wonderful day or evening.
- 2) Allow 15-20 minutes after sessions to clean & straighten up the studio and process member transactions.
- 3) Sweep/swiffer the floor, Wipe down any equipment or furniture that might have been utilized.
- 4) CLEAN and Re-SET up all stations properly.
- 5) Turn off all lights, fans, equipment, etc. Make sure the door is locked behind you.

By signing below, you agree to the above conditions set forth by A-II Fitness. Any violation of this contract may result in immediate termination without warning.

Signature: _____ Date: _____

Signature of A-II Fitness Executive Director: _____ Date: _____

PLEASE PROVIDE prior to teaching first session...1) Headshot, 2) short Bio, 3) copy of your IC liability insurance, 4) copy of your CPR certification, 5) copy of W-9, and 6) a copy of any other certifications.