



Independent Contractor Agreement

This contract serves as a binding agreement between The Fit Mill, LLC (TFM) and Independent Contractor _____ 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.

_____ 2) understands that they will need to generate leads, consistently promote TFM in a positive manner and act as a membership consultant by checking attendance and, on occasion, inputting client information and processing sales through the Mind-Body software.

_____ 3) agrees they shall not solicit any TFM member to train outside TFM's premises.

_____ 4) understands that they will only receive compensation for actual training sessions and are responsible for properly logging their class attendance and submitting an accurate invoice in a timely manner to ensure compensation.

_____ 5) understands that invoices are due by the last day of each month. Compensation will be made on the 5th of each month. Template invoices can be provided if needed. Compensation is based on # of registered attendees. Payment structure is as follows:

1-8 members: \$20 9-16 members: \$30 17-24 members: \$40

_____ 6) understands that following the "Mill Certification" period, there will be a 6-class teacher internship period where instructors teach classes at an intern rate of \$15/class. Re-evaluation following this internship period will determine if the instructor is ready to move forward to a permanent position or if the internship period will continue.

_____ 7) understands that upon becoming a permanent instructor, there will be an evaluation period at the 3, 6 &/or 12-month period to determine future position/class responsibility at TFM.

_____ 8) understands that member information is confidential and the sole property of TFM and cannot be accessed for personal use.

_____ 9) understands they must carry current and up-to-date fitness instructor liability insurance prior to teaching a class and must provide TFM with a current copy of their insurance certificate....this must be updated yearly.

_____ 10) is expected to uphold the class schedule by arriving with enough time prior to the class start time to begin classes ON TIME. No exceptions.

_____ 11) understands they must be CPR certified & provide TFM with a copy of their current certification.

_____ 12) 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 TFM.

_____ 13) understands that upon termination of this contract by either party, the IC must return keys and other property of TFM prior to receiving final compensation.

_____ 14) is expected to present themselves in a positive and professional manner at all times. If available, **always** wear TFM apparel when teaching classes. Representing other fitness studios, in any manner, is subject to immediate termination.

_____ 15) is expected to stay current on class formats and instructing techniques. Participation in classes, whether at TFM or another related fitness studio, and workshops to enhance professional development are highly recommended.

_____ 16) will provide their own music which can be utilized in various class 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. Use of electronic devices must be limited to music and MBO during scheduled class time.

_____ 17) may not dissuade a Fit Mill member from taking another instructor's class.

_____ 18) is responsible for finding their own substitute teachers a minimum of 2 weeks prior to the class. 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 class remains the responsibility of the IC until the class is covered.

_____ 19) understands the "Instructor No-Show" procedure and penalty if they do not show up for a class they are scheduled to teach. Penalty includes, but is not limited to, all costs incurred by the studio for that absent instructor. Instructors that are absent for class are expected to send an apology email to all enrolled members within 6 hours of class start time.

_____ 20) will follow agreed upon routines for the 1st 3 months of their contract beyond their intern period. Upon their first evaluation (following the 3-month probationary period), changes in alignment with TFM mission can be made to TFM formats.

_____ 21) is responsible for upholding the integrity of the studio by following the duties below:

Before classes:

- 1) Arrive 15 minutes prior to class start time.
- 2) Turn on lights & music (low volume).
- 3) Greet every client with a smile and a warm welcome.
- 4) Leave front doors open during class
- 5) Check in every client that attends class...and **DOUBLE check** before you leave (MBO is sometimes slow).

After Classes:

- 1) Thank everyone for coming and wish them a wonderful day or evening.
- 2) **DOUBLE** check-in all clients. **CHARGE** for any late-cancels, no-shows, water and towels.
- 4) Allow 15-20 minutes after classes to clean & straighten up the studio and process member transactions!
- 5) Sweep/swiffer the floor, Wipe down the desk. Put lost and found in locker 24.
- 6) **CLEAN and Re-SET up all stations properly.**
- 7) Turn off all lights, fans, MIC, sound system equipment, etc. **Make sure the door is locked behind you.**

By signing below you agree to the above conditions set forth by The Fit Mill, LLC. Any violation of this contract may result in immediate termination without warning.

Signature: _____ Date: _____

Signature of TFM Owner/Manager: _____ Date: _____

PLEASE PROVIDE prior to teaching first class...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.