CONTRACTOR AGREEMENT

The parties to this Agreement, THE ABC Spa, DBA THE ANTI AGING SPA, herein referred to as The Company and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ referred to as THE CONTRACTOR, hereby agree to the following:

1. CONTRACTOR will provide services as an independent MASSAGE THERAPIST and will represent the Company's products and programs. TO MAINTAIN THEIR rights AS A CONTRACTOR, CONTRACTOR AGREES TO ABIDE BY ALL POLICIES AND PROCEDURES ESTABLISHED BY THE COMPANY.
2. CONTRACTOR agrees that the business connections, customers, customer lists, marketing techniques, procedures, operations, and know how of The Company is confidential information and has been established and maintained at great expense to the company and is protected as confidential information, is considered a trade SECRET AND is of great value to The Company. Therefore, CONTRACTOR agrees not to reveal the business methods or operations of the company to anyone other than authorized Company personnel. Such information shall include, but IS not limited to, inventories, processes, financial information, PRICING, marketing strategies and customer lists.
3. **CONTRACTOR acknowledges that he/she is retained in the position of an Independent Contractor for The Company and therefore, CONTRACTOR agrees that he/she is solely responsible for any and all payment of any State, Local or Federal taxes or fees of any kind for any services rendered or income derived in the course of their association with The Company. CONTRACTOR acknowledges and understands that as an Independent Contractor no workman's compensation insurance, health insurance or unemployment insurance is provided on their behalf.**
4. CONTRACTOR acknowledges and agrees that irreparable damage to The Company will occur in the event the CONTRACTOR breaches any covenant contained herein, and that in the event of any such breach, The Company shall be entitled to all remedies and damages available to it by law, including injunctive relief.
5. In the event that any portion of this agreement may be held to be invalid or unenforceable for any reason, the parties agree that said invalidity shall not effect the other provisions of this agreement and that the remaining covenants, terms, and conditions of this agreement shall remain in full force and effect in any court of competent jurisdiction. this agreement supersceeds and replaces any previous agreement between the parties.
6. CONTRACTOR GRANTS THE company PERMISSION TO CONDUCT ANY BACKGROUND OR CREDIT CHECKS AS NECESSARY PRIOR TO AND DURING THE COURSE OF THEIR RELATIONSHIP WITH THE COMPANY.
7. CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT EACH ACCOUNT ESTABLISHED BY THE CONTRACTOR BELONGS TO THE COMPANY AND is PART OF THE COMPANY GOODWILL.
8. CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT DURING THE COURSE OF THIS AGREEMENT AND FOR A PERIOD OF TWO YEARS AFTER ITS TERMINATION, ANY direct or indirect ATTEMPT TO CONVERT A CUSTOMER OR ACCOUNT OVER TO ANOTHER COMPANY OR ENTITY OR TO ONESELF WILL REQUIRE PAYMENT BY THE CONTRACTOR TO THE COMPANY IN THE AMOUNT OF $1,000.00 PER ACCOUNT AND SHALL BE DEeMED liquidated damages BY THE COMPANY.
9. In the event of default by either party, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in connection with such default.
10. CONTRACTOR understands that HE/SHE is required to pAY for malpractice insurance (approximate cost $100/yr.) to cover any activities or TREATMENTS the CONTRACTOR performs.
11. Compensation to CONTRACTOR is SET AT 50% OF TREATMENT INCOME ON REGULAR CUSTOMERS AND 40% OF TREATMENT INCOME ON EMPLOYEES. TREATMENT RECORDS AND INTAKE FORMS MUST BE COMPLETED PROPERLY FOR CONTRACTOR TO BE ELIGIBLE FOR COMMISSION ON ANY TREATMENT. CONTRACTOR WILL PROVIDE ALL SUPPLIES USED IN ANY TREATMENT AT THEIR OWN COST.
12. CONTRACTOR agrees that the company may deduct any monies owed to the company from compensation due to the contractor.

**iNDEPENDENT CONTRACTOR** **Abc SPA**

nAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ nAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

aDDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ tITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

cITY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ st \_\_\_\_ zip \_\_\_\_\_\_\_\_\_\_ sIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mAIL aDDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

tELEPHONE ( \_\_\_\_\_\_ ) \_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_

fAX PHONE ( \_\_\_\_\_\_ ) \_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_

cell PHONE ( \_\_\_\_\_\_ ) \_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_

ss # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

sIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_