

INDEPENDENT CONTRACTOR AGREEMENT

SELECT MESSAGE, INC.

2452 Pine Chase Circle

St. Cloud, FL 34769

Ph: 407-738-XXXX Fax: 800-XXX-7167

DATE: ____/____/____

The following constitutes the agreement between Select Massage Inc. (the "COMPANY") and _____, the undersigned Independent Contractor ("CONTRACTOR").

A. DUTIES OF THE INDEPENDENT CONTRACTOR:

1. Definition: CONTRACTOR is responsible for own taxes through a 1099 tax form at the end of every filing year; as well as your own health benefits, medical expenses, life insurance, and retirement fund. CONTRACTOR also acknowledges that CONTRACTOR will always abide, until your very last day of working with this company, by all of the company policies and guidelines delineated hereinafter. CONTRACTOR is absolutely responsible for your own massage equipment (table/chair), oil/creams and all other supplies as well as own transportation, performance, behavior, attitude, appearance and integrity.

2. Agency: It is understood that you are an Independent Contractor and shall not be considered our agent for any purposes whatsoever, and CONTRACTOR is not granted any right or authority to assume or create any obligation or liability, expressed or implied, on behalf of the COMPANY or to bind the COMPANY in any manner or thing whatsoever.

3. Non-Competition: An Independent Contractor who resigns or is terminated shall not directly or indirectly engage in any business or activity which competes with the business of the COMPANY for a period of twenty-four months within a 40 mile radius of any contracted sites that the COMPANY holds following the resignation date or termination date. This includes but not limited to the exclusive locations contracted and non contracted and each locations individual clients.

4. No Solicitation: **[For Clarification Purposes: The Following Paragraph Refers To All Clientele Generated Through Select Massage (COMPANY). This Does Not Exclude You (CONTRACTOR) From Working Anywhere, With Anyone And/Or Even Your Own Clients As Long As These Practices Do Not Violate The Following Contractual Clause.]** CONTRACTOR will never solicit (while this Independent Contractor Agreement is in effect or at any other time following the termination of this Agreement with the COMPANY) a client(s), their referrals or contacts; or allow himself/herself to be put in an opportunistic situation in which the COMPANY could lose the client (s) or their potential business; or even their referrals. CONTRACTOR hereby acknowledges this policy applies not just for himself/herself, but for anyone whom CONTRACTOR may associate with, inside or outside the COMPANY. There will never be any favors exchanged between CONTRACTOR and a client, for personal gain or profit; there will always be a "professional distance" between CONTRACTOR and the COMPANY's clientele. CONTRACTOR hereby fully and clearly recognizes the clientele and their referrals or contacts, as being the sole property of the COMPANY. Furthermore, should CONTRACTOR ever violate this policy, the COMPANY is absolutely entitled to any and all factual financial loss and/or projected financial loss or damages. Furthermore, CONTRACTOR hereby acknowledges the consequences of legal prosecution (i.e., Lawsuit, etc.) and agrees to be responsible for any legal costs that may be incurred as a result of CONTRACTOR's breach of this Agreement.

5. No Sexual Harassment: Contractor will never involve himself/herself (while on company time or on a company job) in lustful play or sexual activity, for CONTRACTOR is aware of the consequences; immediate termination, legal prosecution and industrial license revocation; all of which will come expeditiously and without severance pay, back dues or commission(s) as well as, no further obligation on the part of the COMPANY to the undersigned. CONTRACTOR conduct is and will always be that of a Professional Licensed Massage Therapist (LMT). There will never be any flaw in the character of the CONTRACTOR contradicting or jeopardizing the integrity of the COMPANY.

6. Uniforms: CONTRACTOR will always be in uniform, while on company time, on a company job or on call. The uniform consists of: Bright white T-Shirt style short sleeve shirt, choice of black slacks or knee length black shorts, decent looking rubber sole shoes or sneakers.

7. Professional Liability: Contractor is absolutely and solely responsible for any claims arising out of his/her massage activities. The COMPANY and it's respective directors, officers, partners and employees are not liable for damages due to any act or omission on the part of the CONTRACTOR.

8. General Liability: CONTRACTOR accepts all liability for the use of any company equipment if same is damaged, stolen or destroyed in any way.

9. Compensation: The following shall constitute a schedule of the fees charged by CONTRACTOR and COMPANY:

- a) Independent Contractor will remit to the COMPANY a minimum of 50% of all hourly charges and/or fees.
- b) Independent Contractor shall remit to the COMPANY a sales commission, where applicable. Said sales commission will be equal to 40% of hourly charges on jobs to which the commission is applicable.
- c) Independent Contractor shall remit to the COMPANY any and all referral fees, where applicable per job.

10. Confidentiality: During and after CONTRACTOR's association with the COMPANY, CONTRACTOR will neither disclose or assist in the unauthorized disclosure of the COMPANY's confidential or proprietary information which includes, but is not limited to, trade secrets, formulas, customer data, strategies, methods, processes, machines, inventions, discoveries, computer programs and systems, and other developments, nor will CONTRACTOR use such information except as required by the COMPANY.

11. Modification: CONTRACTOR understands the obligations under this agreement may not be modified, released or terminated without written consent from the COMPANY.

12. Termination: This agreement shall automatically terminate upon the occurrence of any one of the following:

- a) Cessation of the COMPANY's business;
- b) Bankruptcy, receivership, or dissolution of the company.
- c) Written notice by company.

13. Conflicts of Interest: CONTRACTOR certifies that he/she is not a party to any agreements which in any way conflict with the provisions herein.

14. Notices: Any and all notices or other communication required or permitted to be given hereunder shall be given in writing by certified mail, return receipt requested, addressed in the case of the COMPANY to its principle office, and in the case of the CONTRACTOR to your address as set forth herein.

15. Counterparts: This agreement may be executed simultaneously in two counterparts, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such counterpart.

16. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the state in which your duties are carried out.

17. Partial Invalidity: If any portion of this agreement shall be ruled or adjudicated invalid for any reason, that portion shall be deemed excised here from and the remainder of this agreement shall continue in full force and effect unaffected by any such validity.

18. Criminal Litigation: CONTRACTOR certifies to never having been accused of, arrested for or charged with any sexual violations or criminal complaints. CONTRACTOR further certifies that he/she is subject to no pending claims or suits against CONTRACTOR regarding his/her massage therapy activity or professional demeanor associated therewith.

B. DUTIES OF THE COMPANY:

19. Advertising and Marketing: At its discretion the COMPANY will conduct marketing research, mailings and telemarketing throughout the United States for the purpose of developing private and corporate clientele.

20. Business Services: The COMPANY will provide CONTRACTOR with the following services:

- a) Administrative Services: The COMPANY will conduct record keeping, filing, record updating, and scheduling on behalf of the CONTRACTOR.
- b) Accounting Services: The COMPANY will conduct billing and bookkeeping, maintain accounts payable and accounts receivable, and provide CONTRACTOR with 1099 tax forms.
- c) Technical Services: The COMPANY will maintain its state of the art computer systems.
- d) Sales: The COMPANY at its discretion shall maintain a staff of sales personnel responsible for developing and maintaining client accounts.

21. Client Accounts: The COMPANY will provide the CONTRACTOR with work from per-established membership accounts who have been screened for safety.

22. National Liability: Whenever possible, the COMPANY will provide the services listed in paragraphs "19" through "21" of this agreement to the CONTRACTOR wherever the CONTRACTOR might find himself/herself in the United States.

23. Any adjustment to this contract must be agreed upon in writing by both parties, Amendments may be attached here

Amendment: _____

Please indicate your agreement to the foregoing terms by signing below.

Independent Contractor -

_____ (please print name)

Independent Contractor -

_____ (signature)

Date: ____/____/____

Company Representative -

_____ (please print name)

Company Representative -

_____ (signature)

Date: ____/____/____