

MASSAGE THERAPIST CONTRACTOR AGREEMENT

Effective Date: _____, 20____

I. The Parties. This Massage Therapist Agreement (“Agreement”) made between _____ with a mailing address of _____, City of _____, State of _____, (“Company”) and _____ with a mailing address of _____, City of _____, State of _____, (“Therapist”).

Company and Therapist shall be collectively known as the “Parties”.

II. Term of Agreement. This Agreement shall in effect:

(Choose One)

- **Start Date Only:** Starting on _____, 20____ and ending upon termination by either the Company or Therapist.

- **Start and End Dates:** Starting on _____, 20____ and ending _____, 20____.

- **Other:** _____

III. Duties. The duties of the Therapist are as follows: _____ (“Duties”).

IV. Payment Amount. The Company agrees to pay the Therapist as follows:

(Choose One)

- **Hourly Rate:** In the amount of \$____ / per hour, \$____ / per 30-minute session, and \$____ / per 15-minute session (“Payment”).

- **Percentage Rate:** ____% of fees collected by the Therapist for services rendered (“Payment”).

- **Other:** _____

V. Clothing/Apparel. The Therapist shall be:

(Choose One)

- **Required to Wear a Uniform:** Therapist will be required to wear the following attire when performing their Duties: _____

- **NOT Required to Wear a Uniform:** Therapist shall not be required to wear a uniform while performing their Duties.

VI. Payment Method. Payment shall be made to the Therapist: (choose one)

- **Daily**

- **Weekly**

- **Bi-Weekly**

- **Monthly**

- **Other:** _____

VII. Rent. Therapist shall be obligated to:

(choose one)

- **Pay Rent:** Pay rent to the Company in the amount of \$_____. The rent being paid shall be for the space located at _____, City of _____, State of _____.

- **Not Pay Rent:** Not pay rent to the Company.

VIII. Equipment. Equipment, including, but not limited to, chairs, tables, oils, creams, candles, music, and any other items used to assist the Therapist in the performance of their Duties shall be the responsibility of the:

(choose one)

- **Company**

- **Therapist**

IX. Termination of Agreement. The Parties agree that this Agreement may only be terminated by:

(choose one)

- **Either Party** by providing at least ____ days' notice to the other party.

- **The Company ONLY** by providing at least ____ days' notice to the Therapist.

- **The Therapist ONLY** by providing at least ____ days' notice to the Company.

- **Other:** _____

X. 1099 Status. Therapist agrees that he or she is responsible for making their own hours, within the hours of operation of the Company, as well as paying their own Federal and State taxes at the end of each filing year. Furthermore, Therapist agrees to take care of their own health insurance, medical expenses, life insurance, retirement plans, and any other obligations that, under industry standard, would be the responsibility of an employer. Therapist hereby recognizes that he or she is not an employee or agent of the Company and that the Therapist shall be identified as an independent contractor under the Internal Revenue Service (IRS).

XI. State License(s). Therapist recognizes that he or she is responsible for all local and State licenses as it relates to their Duties provided.

XII. Sexual Harassment. Therapist agrees to never involve themselves during the performance of their Duties in lustful play, sexual activity, for Therapist is aware of the consequences which, includes, but is not limited to, immediate termination, legal prosecution, and industrial license revocation. In addition, Therapist shall be held without any severance pay, commissions due, or any further obligation on the part of the Company to the Therapist. Therapist's conduct is, and always will be, that of a professional licensed massage therapist. There will never be any flaw in the character of the Therapist contradicting or jeopardizing the integrity of the Company.

XIII. Pending Claims. Therapist certifies to have never been accused of, arrested, or charged for any sexual violations or criminal complaints. Therapist further certifies that they he or she is subject to not subject to any pending claims or suits.

XIV. Prior Clients. The Company may or may not provide the Therapist work from prior clients.

XV. Non-Compete. If for any reason this Agreement should be terminated the Therapist agrees that they are prohibited from directly or indirectly engaging in any business or activity which competes with the business of the Company ("Non-Compete"). This Non-Compete shall be in effect for a period of two (2) years or the maximum length of time permitted under State law, whichever is longer, from the termination date. This Non-Compete shall be in effect for any business or activity that is within 50 miles of the Company's location(s).

XVI. No Solicitation. Therapist agrees to never solicit, while this Agreement is in effect or at any other time following its termination, clients, their referrals or contacts; or allow himself/herself to be put in an opportunistic situation in which the Company could lose clients or their potential business; or even their referrals. Therapist hereby acknowledges this policy applies not just for themselves but for anyone whom the Therapist may associate with, directly or indirectly within the Company.

XVII. Indemnification. The Therapist is solely responsible for any claims arising out of their activities while performing their Duties under this Agreement. The Company, its

representatives, directors, officers, partners, owners, employees, and agents are not liable for damages due to any act or omission on the part of the Therapist.

XVIII. Confidentiality. During and after the Therapist's association with the Company, Therapist 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 along with any other developments, nor will the Therapist use such information except as required by the Company.

XIX. Modification. Therapist understands the obligations under this Agreement may not be modified, released, or terminated without the written consent from the Company.

XX. Notices. Any and all notices or other communication required or permitted under this Agreement shall be given by Certified Mail, return receipt requested, and sent to the aforementioned in Section I of this Agreement.

XXI. Governing Law. This Agreement shall be governed by and construed in accordance with the laws in the State of _____.

XXII. Severability. If any portion of this Agreement shall be ruled or adjudicated invalid for any reason, that portion shall be deemed exercised here from and the remainder of this Agreement shall continue in full force and effect unaffected by any such validity.

IN WITNESS WHEREOF the Parties have each caused this Agreement to be executed and delivered by a duly authorized representative as of the date first above written.

Therapist's Signature _____ **Date** _____

Print Name _____

Company's Signature _____ **Date** _____

Print Name _____