



**\*\*INDEPENDENT CONTRACTOR AGREEMENT\*\***

This Independent Contractor Agreement\*\* ("Agreement") is made and entered into on this [Date] by and between:

1. **\*\*Fitness Studio\*\***

CANDYCANE NY

1245 Frankway Street

Columbus, Ohio, 43232

(Hereinafter referred to as "Studio")

2. **\*\*Instructor\*\***

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Hereinafter referred to as "Contractor")

**\*\*RECITALS\*\***

WHEREAS, the Studio is engaged in the business of providing fitness services;

WHEREAS, the Contractor is experienced and qualified to provide fitness instruction services;

WHEREAS, the Studio wishes to engage the Contractor to provide fitness services, and the Contractor agrees to provide such services under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **\*\*Independent Contractor Relationship\*\***

The Contractor is an independent contractor and not an employee of the Studio. This Agreement does not create an employer-employee relationship. The Contractor is responsible for paying all

applicable taxes and benefits, including but not limited to federal, state, and local income taxes, self-employment taxes, and any other withholdings or deductions.

## 2. **Scope of Services**

The Contractor agrees to provide fitness instruction services as scheduled by mutual agreement with the Studio and in accordance with the Studio's policies and guidelines.

## 3. **Compensation**

The Studio agrees to pay the agreed Contractor rate of \$30 per 90-minute class or \$20 for a 60-minute class, payable weekly. The Contractor will submit invoices detailing the services provided during the payment period.

## 4. **Scheduling and Availability**

The Contractor will set their availability and schedule with the Studio. However, the Studio reserves the right to reschedule or cancel classes as needed. The Contractor is responsible for arranging substitutes in case of absence and informing the Studio of any schedule changes.

## 5. **Tools and Materials**

The Contractor shall provide the equipment and materials necessary for the performance of the fitness services unless otherwise agreed upon with the Studio. The Studio will provide the space and any specialized equipment required for specific classes.

## 6. **Confidentiality**

The Contractor acknowledges that during their engagement with the Studio, they may have access to confidential and proprietary information. The Contractor agrees not to disclose or use any such information except as necessary to perform the services under this Agreement.

## 7. **Term and Termination**

This Agreement shall commence on the first day a class is taught and continue until terminated by either party. Either party may terminate this Agreement with 14 days written notice. The Studio may terminate this Agreement immediately for cause, including but not limited to failure to provide services as agreed, breach of this Agreement, or misconduct.

8. **Liability and Insurance**

The Contractor agrees to maintain personal liability insurance in connection with their services and to indemnify and hold harmless the Studio from any claims arising out of the Contractor's performance of their services, including but not limited to injury or property damage claims.

9. **Non-Compete and Non-Solicitation**

The Contractor agrees not to solicit Studio clients for personal services outside the scope of this Agreement or compete directly with the Studio while using the studio facilities.

10. **Governing Law**

This Agreement shall be governed by and construed by the laws of the State of Ohio.

11. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements regarding the subject matter of this Agreement.

12. **Amendments**

This Agreement may be amended only in writing, signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Independent Contractor Agreement as of the date first written above.

\_\_\_\_\_

Studio Manger

CANDYCANE NY

\_\_\_\_\_

[Contractor's Name]

Instructor