



ROZKA FITNESS GROUP  
INDEPENDENT CONTRACTOR AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Rozka Fitness Group  
("Company") and \_\_\_\_\_ ("Independent contractor").

Independent contractor is an independent contractor willing to provide certain skills and abilities to Rozka Fitness Group that Rozka Fitness Group has need for. In consideration of the mutual terms, conditions and covenants hereinafter set forth, Rozka Fitness Group and Independent contractor agree as follows:

1. Rozka Fitness Group hereby engages the services of the Independent Contractor as an Independent Contractor, and the Independent Contractor hereby accepts the engagement.
2. The term of this Agreement shall commence on \_\_\_\_\_. After the first thirty (30) days of the term, either party may, without cause, terminate this Agreement by giving \_\_\_\_\_ 30 days' written notice to the other.
3. The Independent Contractor is responsible for their own tax returns as a self employed trainer. Travel or related expenses are also the responsibility of the Independent Contractor and Rozka Fitness Group shall not reimburse any travel or related expenses.
4. Rozka Fitness Group is due 15% of all training profit, such amount to be paid on the first business day of each month for the previous month by the Independent Contractor.
5. Independent Contractor shall provide copies the following: Current fitness liability papers, current certifications and first aid/CPR certifications.
6. Independent Contractor is an Independent Contractor and may engage in other business activities provided, however, that Independent Contractor agrees that they shall not during the term of this Agreement, or for a period of six months from the termination of this agreement, canvass, solicit, interfere with or endeavor to entice away any Rozka Fitness Group employees, clients or accounts on behalf of Independent Contractor or another entity. For the avoidance of doubt, a client means any person, firm, company or other entity to which Rozka Fitness Group has provided services in the period of one year preceding the termination of the Agreement and any persons who own or control such persons, firms, companies or other entities.
7. If Independent Contractor becomes unable to perform services pursuant to this Agreement by reason of illness, incapacity or death, compensation shall cease upon the happening of the event.
8. Neither party may assign this Agreement without the express written consent of the other party.
9. Independent Contractor is an Independent Contractor and nothing contained in this Agreement shall be deemed or interpreted to constitute the Independent Contractor as a partner, agent or employee of Rozka Fitness Group, nor shall either party have any authority to bind the other.
10. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.
11. All notices required or permitted to be given hereunder shall be in writing and shall be delivered personally or by Certified Mail - Return Receipt Requested, postage prepaid, addressed to the party's last known address.

This Agreement shall be construed in accordance with and governed by the laws of British Columbia, Canada. The parties irrevocably agree that the courts of British Columbia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter. **INTENDING TO BE LEGALLY BOUND**, the parties hereto have caused this Agreement to be executed as of the date first above written.

BY Rozka Fitness Group \_\_\_\_\_ (Name/Please Print) \_\_\_\_\_ (Date)

BY \_\_\_\_\_ (Independent contractor) \_\_\_\_\_ (Name/Please Print) \_\_\_\_\_ (Date)