Contract with Personal Trainer as Independent Contractor
(Covenant not to Compete and Confidentiality)

Agreement made on the _____ ***(date)***, between _____ ***(Name of Personal Trainer)*** of _____ _____ ***(street address, city, state, zip code)***, referred to herein as ***Contractor***, and _____ ***(Name of Employer)***, a corporation organized and existing under the laws of the state of _____, with its principal office located at _____ _____ ***(street address, city, state, zip code)***, referred to herein as ***Employer***.

For and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Employer* hires *Personal Trainer,* and *Personal Trainer* agrees to work for *Employer* under the terms and conditions hereby agreed upon by the parties:

2. Scope of Services. *Personal Trainer* will work at *Employer's* Training Studio located at _____ ***(street address, city, state, zip code)*** and develop health and fitness programs for clients and personally train clients at *Employer.*

3. Term of Employment. Personal Trainer agrees to perform such services the performance of which shall begin from the date of signing this Agreement and shall be complete on or before _____ ***(date)***.

4. Liquidated Damages. Should *Personal Trainer* fail to perform the services as agreed at the specified date and time, *Employer* shall be entitled to $_____ per day compensation.

5. Compensation. *Employer* agrees to pay *Personal Trainer,* in consideration of the services contracted for, the sum of $_____ per *(e.g., week or month)* _____ on the _____ day of each (*(e.g., week or month)* _____.

6. Independent Contractor

This Agreement shall be construed according to the laws of the State of _____ ***(name of state)***. The parties intend that an independent contractor-employer relationship will be created by this Agreement. *Employer* is interested only in the results to be achieved and the conduct and control of the work will lie solely with *Personal Trainer*. *Personal Trainer* is not to be considered an agent or employee of *Employer* for any purpose and *Personal Trainer* is not entitled to any of the benefits that *Employer* provides for *Employer's* employees. It is understood that *Personal Trainer* is free to contract for similar services to be performed for others while under contract with *Employer.*

7. Covenant Not to Compete

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During the period *Personal Trainer* is under contract with *Employer,* and for a period of _____ years after termination of said contract, *Personal Trainer* will not directly or indirectly:

A. Recruit, solicit, induce, or attempt to induce any of the employees or customers of the *Employer* to terminate their employment or contractual relationship with *Employer.*

B. Solicit, divert, take away, or attempt to divert or take away, from the *Employer* any of its business or the patronage of its customers, clients, accounts, vendors or suppliers for products, sold, distributed or processed by the *Employer,* and *Personal Trainer* shall not assist any other person to do so.

C. If any restriction set forth in this **Section 7** is found by a court of competent jurisdiction to be unenforceable because it extends over too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic areas to which it is enforceable.

D. The restrictions contained in this **Section 7** are necessary for the protection of the business and goodwill of the *Employer* and are considered by *Personal Trainer* to be reasonable for such purpose. *Personal Trainer* agrees that any breach of this **Section 7** will cause the *Employer* substantial and irrevocable damage and injury. In the event of any such breach, in addition to such other rights as may be available, the *Employer* shall have the right to seek specific performance and injunctive relief.

8. Confidentiality.

Contractor and *Employer* both acknowledge that all information and materials furnished from the *Employer Broker* concerning this Agreement and the performance of it is confidential and may not be used for any purpose other than in connection with this Agreement.

9. Termination

If *Contractor's* employment shall be terminated for the reasons of incompetency, neglect of *Employer's* business, or a violation of any of the stipulations of this agreement, *Contractor* shall not be entitled to any compensation after such notice of termination of employment.

10. *Personal Trainer* agrees to release *Employer* from any and all liability pertaining to any activities associated with being a *Personal Trainer* or exercise consultant, and agrees to indemnify and hold harmless *Employer* for all claims against it arising out of *Personal Trainer's* job function.

11. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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12. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

13. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

14. Attorney's Fees

In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

15. Mandatory Arbitration

Any dispute under this Agreement shall be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate the dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

16. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

17. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

18. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

19. In this contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the day and date first above stated.

_____

(Name of Employer)

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_____
(Printed name)

_____
(Signature of Personal Trainer)

By:_____

_____
(Printed name & Office in Corporation)

_____
(Signature of Officer)

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