Massage Therapist Independent Contractor Agreement

This **Massage Therapist Independent Contractor Agreement** ("***Agreement***") made effective on _____, is executed by and between the following parties;

Company

_____

_____ _____

_____ _____ _____ _____

_____ _____

Therapist

_____ _____

_____ _____

_____ _____ _____ _____

_____ _____

Company and Contractor shall individually be known as "**Party**" and collectively known as the "**Parties**".

Responsibilities and Duties

A comprehensive list of the responsibility and duties of the Therapist are as follows;

- Provide professional massage to guests/clients;
- Ensure that massage rooms used are properly supplied and cleaned across shift;
- Ensure compliance with all procedural guidelines as well as maintaining conduct with guests/clients;
- Use effective and safe massage techniques;
- Ensure to comply with proper protocols for the health and safety of guests/clients;
- Maintain privacy and confidentiality with guests/clients at all times;
- Ensure in providing a comfortable and relaxing experience for all guests/clients;

Licenses

The Therapist represents and warrants that they hold a valid and current license to practice massage therapy iin accordance with the applicable law. The Therapist agrees to maintain their license in good standing throughout the term of this agreement. the Therapist agrees and undertakes that they only make applications to guests in accordance with the scope of the license.

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Professional Liability Insurance

The Massage Therapist agrees to maintain professional liability insurance coverage in an amount sufficient to cover any claims or liabilities arising out of the performance of massage therapy services under this Agreement. The Massage Therapist agrees to provide proof of insurance coverage upon request by the Client or the Client's representatives.

Compliance with Laws and Regulations

The Therapist agrees to comply with all applicable laws, regulations, and ethical standards governing the practice of massage therapy in the jurisdiction where services are rendered, including but not limited to laws related to licensure, scope of practice, hygiene, and client confidentiality.

Term and Termination of Agreement

This Agreement shall commence on _____ and continue for a period of _____ unless terminated earlier in accordance with the terms of this Agreement. At the end of the initial term, this period shall be extended upon mutual agreement of the parties. Any renewal term shall be negotiated in good faith by the parties and shall be subject to the terms and conditions set forth herein.

Either party may terminate this Agreement upon _____ written notice to the other party, provided that such termination shall not relieve the parties of any obligations accrued prior to the effective date of termination.

Either party may terminate this Agreement immediately upon written notice to the other party in the event of a material breach of any provision of this Agreement by the other party.

No Employer-Employee Relationship

This Agreement shall not be construed as creating an employer-employee relationship. The Therapist shall be solely responsible for filing for their own returns and other benefits, and cannot demand any benefits arising from employer-employee relationship.

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Share of Profit

The profit generated from massage therapy services provided by the Therapist shall be calculated as the total revenue received by the Therapist from clients for massage therapy sessions, less any direct expenses incurred by the Therapist in connection with providing such services, including but not limited to supplies, equipment, etc.

The Therapist shall be entitled to retain _____ % of the profit generated from massage therapy services provided by the Therapist. The Company shall be entitled to retain the remaining _____ % of the profit as compensation for overhead expenses, administrative costs, and other expenses incurred in connection with operating the massage therapy practice.

Governing Law

This Agreement shall be construed in accordance with the laws of the state of _____ without regard to the conflict of law principles.

Severability

In any event that any provisions of this agreement be held invalid or unenforceable, such invalidity shall solely affect the said provision and the remaining provisions shall remain valid and enforceable.

Non-Compete

Therapist shall not enter into another contract with any third party, except in any business which is directly or indirectly engaging in any business or activity competing with the business of the Company within the _____.

Non-Solicitation

Contractor agrees to never solicit for referrals or clients or allow themselves to be put in an opportunistic situation in which the Company could lose clients.

Indemnification

The Contractor agrees to indemnify the Company for any controversy by which Contractor may be involved in. Contractor shall be solely responsible for any claims arising out of their activities in the performance of their duties.

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Confidentiality

Therapist shall keep any and all confidential information by which they have acquired and will acquire during their association with the Company. Contractor shall never disclose nor assist in any unauthorized disclosure of Company's confidential information, including but not limited to, trade secrets, formula, customer data, methods, processes, strategies, discoveries, and creations.

Modification

No modification or amendments shall be considered as having been made by the any of the Party hereto without such being written and signed by both Parties.

Non-waiver

No waiver of either party shall be deemed to have been made unless expressed in writing and duly signed by the waiving party.

IN WITNESS WHEREOF the Parties hereto or by their duly authorized representative have set their hands to make this Agreement effective on the date above written.

Company

Name

Date

Signature

Therapist

Name

Date

Signature

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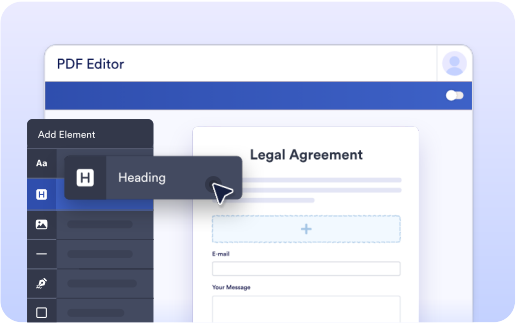

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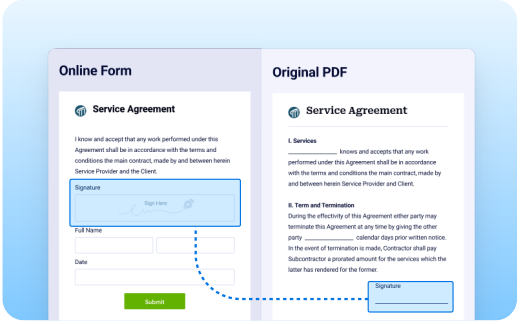

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