

INDEPENDENT CONTRACTOR AGREEMENT

I. THE PARTIES. This Independent Contractor (hereinafter referred to as the "Contractor" and "Massage Therapist") is entering into this Agreement by and between Massage by Design, Inc. with mailing address of 4452 Park Blvd, Suite 212 San Diego, CA 92116 (hereinafter referred to as the "Client")

AND

(your name) _____ with mailing address of _____ ("hereinafter referred to as the "Contractor" and "Massage Therapist").

GENERAL

The Client and Contractor both agree that the Contractor possesses the relevant experience, necessary skills, qualifications and abilities to provide the outlined services for the Client.

1. TERM. The Agreement shall be effective on the date of signing this Agreement (the "Effective Date") and will terminate when either party determines the working relationship is no longer an equitable or viable fit. Contractor acknowledges and agrees that the engagement with the Client is at will. Notice of termination is not required from either party.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree and acknowledge that the Contractor is an independent contractor and is not, for any purpose, an employee of the Client. The Contractor does not have the authority to enter into agreements or contracts on behalf of the Client, and shall not represent that it possesses any such authority. Independent Contractor shall not be entitled to any Client's benefits, including, but not limited to: Coverage under medical, dental, retirement or other plans. The Client shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax or other taxes or withholdings for or on behalf of the Contractor in connection with the performance of the Services under this Agreement. Nothing in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture or any other fiduciary relationship.

3. SCOPE OF WORK. The Independent Contractor shall provide chair massage services for the contracted client/account at various locations and events of which they have signed up for. Contractor/Therapist will provide their own transportation, equipment and supplies necessary to effectively provide the services. All costs and expenses incurred by the Contractor in connection with the execution of the services shall be the sole responsibility of and paid by the Contractor.

4. BASIC REQUIREMENTS. The Contractor is expected to represent themselves in a professional manner that is consistent with and conducive to the Massage Therapy Industry Code of Ethics. The Massage Therapist is expected to exercise best judgment in the delivery of services to create the best possible customer experience.

- The contractor will submit a W9 for yearly 1099-NEC distribution.
- The contractor must be licensed (or certified) and insured in the state in which they work.
- The contractor will have satisfied all Massage Therapy schooling requirements deemed necessary by the state in which they work.
- The contractor is expected to arrive at each event in a timely manner, in accordance with the parking and unloading requirements at the venue where they are working.
- The contractor is expected to dress in attire that is professional yet comfortable, and appropriate in the field of massage therapy.
- The contractor is allowed to distribute business cards to promote their private practice. However, the contractor is not allowed to solicit chair massage services.

5. COMPENSATION. Compensation varies from job to job, and will be clearly stated in each job posting. Complete details of the Job/Gig will be sent to the Contractor via email. The Contractor may then accept or decline the position based on the event details, event requirements and compensation. Independent Contractor is responsible for all expenses in addition to any and all taxes related to their compensation.

- Invoices must be submitted post event, and prior to weekly payment distribution.
- Payments will be processed every Friday via one of the following methods: Check, Direct Deposit, PayPal. Processing and delivery are not the same day.
- Parking expenses will be reimbursed, however certain receipts may have a dollar cap.

6. CONTRACTOR STATUS. The Independent Contractor may engage in other business activities related to their field of work (Massage Therapy), independent of this agreement. However, the Contractor shall not during the term of this Agreement solicit Company's contacts or accounts.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date first above written.

Independent Contractor's Signature

_____ Date _____

Client's Signature

_____ Date _____