INDEPENDENT CONTRACTOR AGREEMENT

Agreement made this ________ day of ________, 19____ by and between
____________________a ___________________ ("Company") and _______________a
__________ ("Independent contractor").

Independent contractor is an independent contractor willing to provide certain skills and
abilities to the Company that the Company has need for.

In consideration of the mutual terms, conditions and covenants hereinafter set forth,
Company and Independent contractor agree as follows:

1. The Company hereby employs the independent contractor as an independent
contractor, and the Independent contractor hereby accepts employment.

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. Company shall pay to Independent contractor and Independent contractor shall accept
from the Company as compensation for all services to be provided pursuant to this
Agreement, the sum of $____ per class or $____ per training session. Independent Contractor
is responsible for any and all taxes. Independent Contractor will also receive a $____
finder’s fee for each client brought to (Name of buisiness). Company shall reimburse
Independent Contractor for insurance. Company shall not reimburse for any travel or
related expenses.

4. Independent contractor shall provide on an "as needed" basis the following services:
Aquatic and land exercise classes and personal training sessions and post-rehab.
Independent Contractor shall devote such time, attention and energies as required.

5. Independent Contractor is an Independent Contractor and may engage in other
business activities provided, however, that Independent Contractor shall not during the
term of this Agreement solicit Company's employees or accounts on behalf of
Independent Contractor or another entity.

6. 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.

7. Neither party may assign this Agreement without the express written consent of the
other party.

8. 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 the Company, nor shall either party have any authority to
bind the other.
9. 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.

10. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail - Return Receipt Requested, postage prepaid, addressed to the party's last known address.

11. This Agreement shall be construed in accordance with and governed by the laws of the State of __________.

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

BY_______________________  _______________________  ______________________
(Company)    (Name/Please Print)  (Date)

BY_______________________  _______________________  ______________________
(Independent contractor)   (Name/Please Print)  (Date)