

Massage Therapy Independent Contractor Agreement

This agreement, dated _____, is by and between _____, with principal offices located _____ at _____ and _____ (“Contractor”):

Status as Independent Contractor

Contractor is an independent contractor and not an employee of the Clinic. As an independent contractor, Clinic and Contractor agree to the following:

- a. Contractor has control of the means, manner and method by which services are provided.
- b. Contractor furnishes all necessary supplies and materials used in the performance of services (e.g., oils, lotions, linens and music).
- c. Contractor has the right to perform services for others during the term of this Agreement. Contractor shall not solicit or provide services to Clinic’s clients for private practice during the term of this Agreement or for one year after termination. Upon termination of Agreement, Contractor and Clinic shall discuss which clients, under what conditions and with what compensation Contractor may maintain continuity of service. All client records shall remain the property of the Clinic unless otherwise agreed.
- d. Contractor shall indemnify and hold Clinic harmless from any loss or liability arising from services provided under this agreement.
- e. Contractor is responsible for maintaining appropriate certification and licensure (including all costs thereof).

Services to Be Provided by Contractor

Contractor agrees to provide massage therapy services within the scope of licensure. Contractor agrees to dress in a style consistent with the Clinic’s image and provide services in accordance with the Clinic’s philosophy. Contractor shall maintain client records in a mutually agreed manner.

Services to Be Provided by Clinic

Clinic shall provide the following: a safe, clean environment; a room furnished with a hydraulic table, chair, stool, settee, hydrotherapy equipment and storage area; receptionist services; appointment scheduling according to Contractor’s stipulated hours; insurance billing; and marketing.

Other Provisions

All Contractor’s marketing materials which include any information about Clinic must be approved in advance.

Fees, Terms of Payment and Fringe Benefits

Contractor shall set the amount of fees for services provided to clients. Clinic shall retain 30 percent of all fees collected on behalf of contractor to cover operating expenses, room rental, equipment usage and marketing (see Other Provisions). In cases of deferred client payment, Clinic shall reimburse Contractor within 30 days of receipt. Contractor acknowledges that Contractor isn’t eligible to receive any employee benefits.

Leads

Any “lead” or request for service that Contractor receives while working as a representative of Clinic, shall be considered the property of the Clinic and the information is to be given to the Clinic manager within 24 hours of receiving the request for service. If the request is for a service that the Clinic does not provide, the referral will be given back to the Contractor to pursue under Contractor’s own business name.

Local, State and Federal Taxes

Contractor is responsible for paying and filing all applicable local, state and federal withholding, social security and Medicare taxes.

Workers’ Compensation and Unemployment Insurance

Clinic isn’t responsible for payment of Workers’ Compensation and Unemployment Insurance. If Clinic is a corporation, Contractor must provide Clinic with a certificate of Workers’ Compensation Insurance prior to performing services.

Insurance

During the term of this agreement, Contractor shall maintain a malpractice insurance policy of at least \$2,000,000 aggregate annual and \$1,000,000 per incidence.

No Partnership

This agreement does not create a partnership relationship. Contractor does not have the authority to enter into contracts on Clinic’s behalf.

Resolving Disputes

If a dispute or claim arises out of or relating to this Agreement or breach thereof shall be settled promptly by mediation provided, however, that the mediator shall have no authority to add to, modify, change or disregard any lawful terms of this agreement. Any costs and fees of mediation shall be shared equally by the parties. If both parties are unable to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute/claim to a mutually agreed upon arbitrator. The decision of the arbitrator shall be final and binding, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Costs of arbitration will be allocated by the arbitrator.

Term of Agreement

Either party may terminate this agreement, given reasonable cause, as provided below, or by giving 30 days written notice to the other party of the intention to terminate this Agreement:

- a. Material violation of the provisions of this Agreement.
- b. Any action by either party exposing the other to liability for property damage or personal injury.
- c. Violation of ethical standards as defined by local, state and/or national associations and governing bodies.
- d. Loss of licensure for services provided.
- e. Contractor engages in any pattern or course of conduct on a continuing basis which adversely affects Contractor’s ability to perform services.
- f. Contractor engages in any pattern or course of conduct on a continuing basis which adversely affects Clinic’s or Clinic’s associates’ ability to perform services.

This constitutes the entire agreement between Contractor and Clinic and supersedes any and all prior written or verbal agreements. Should any part of this agreement be deemed unenforceable, the remainder of the agreement continues in effect. This agreement is governed by the laws of _____.

Contractor and Clinic representative certify and acknowledge that they have carefully read all of the provisions of this Agreement, understand and agree to fully and faithfully comply with such provisions.

Contractor (Print Name)

Contractor (Signature)

Date

Clinic Representative (Print Name)

Clinic Representative (Signature)

Date