



ZOO HEALTH CLUB
CONTRACT STAFF TRAINER AGREEMENT

Zoo Health Club Contract Staff Trainers shall at all times be in keeping with the high quality of the Club and shall be subject to and consistent with the rules and regulations of the Club. Trainer's clients shall also be held to the same rules and regulations.

Zoo Health Club Contract Staff Trainers shall, during the entire term of this contract, keep in force liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with companies acceptable to Management. The policy shall name Zoo Health Club as additional insured and shall contain a clause providing that the insurer will not cancel or change insurance policy without first giving Zoo Health Club thirty (30) days' prior written notice.

Zoo Health Club Contract Staff Trainers holds Zoo Health Club free and harmless from and against all claims, actions, damages, liability and expenses of any nature whatsoever, including reasonable attorneys' fees incurred, in connection with any loss of life, personal injury and/or damage or casualty to property, arising from or out of any occurrence connected with the personal trainer services.

Contract Staff Trainers must maintain valid and current certification for personal training, CPR and First Aid. Copies must be provided to Management.

Zoo Health Club will require Contract Staff Trainers to make available a minimum of 5 hours per week for club orientations and program reviews. During this time, trainers will make themselves available to provide members with one (1) hour orientations and/or half (½) hour program reviews per scheduled appointments. In return, Zoo Health Club will limit the number of personal trainers to a reasonable number to promote the services provided by the trainers. Trainers may also use this time for generating additional training business to meet established goals and quotas. Trainers may not reschedule an orientation or program review without permission from Management. Trainers will not conduct any training sessions, private or otherwise, within a 25 mile radius of Zoo Health Club location while under contract and for a period of six months after contract termination.

Zoo Health Club Contract Staff Trainers are able, and encouraged, to contract non-member clients to provide training services inside Zoo Health Club facility. Current Zoo Health Club training session pricing will be charged and all monies will be paid to Zoo Health Club with the appropriate trainer/club split to apply. Non-member training clients will have access to the club facility only with a trainer during training sessions. Non-member clients may not use the facility without the trainer unless a Guest Fee has been paid. Non-member clients will not have access to Toyland childcare, aerobics, or tanning unless appropriate Guest Fees have been paid. Guest Fees collected under this program are not a part of the Trainer/Club split. Guest Fees would include use of the Toyland childcare. If Toyland childcare is required during a training session, a fee of \$3.00 for the first child and \$2.00 for each additional child will be charged.

It is trainer's responsibility to maintain the Trainers Schedule for a minimum of 2 weeks in advance. All training sessions, orientation, and program reviews must be noted on schedule to include the member's name and phone number. All names will be noted with a C – Client, OR – Orientation, or PR – Program Review. It is the trainer's responsibility to call and verify all scheduled appointments.

Trainer is responsible for maintaining customer files to include: original (completed and signed by client) Personal Training Agreement Form, Agreement and Release of Liability Form, and Health History Questionnaire and any pertinent information regarding the client.

Trainer will have client date and initial Personal Training Session Form after completion of the session. Trainers will be paid according to the sessions completed during the given pay period. Appointments not kept and/or proper notification by client in accordance with the terms of the Personal Training Agreement must be signed off by a member of management. Any sessions missed by trainer without proper notification to client will result in Trainer providing an extra training session free of charge to client and to Health Clubs of America.

Any Trainer providing training sessions, orientations, and/or program reviews to client/members of Zoo Health Club for compensation outside of this agreement will be terminated.

Pay Period is every 2 weeks

Commissions on Training Packages

If Trainer sells package:

_____ Split between Trainer and Club
_____ to Trainer, _____ to Club

If Club Salesperson sells package:

10% Commission paid to salesperson for first session package sold (minimum 4 Sessions). Balance of package at above referenced split.

All staff trainers are paid as contract employees. No taxes are withheld and trainers are responsible for the payment of their own taxes.

Trainer

Date

Manager

Date