



## Independent Contractor Agreement for Wellness Center Rentals

This independent contractor agreement is made and entered into as of \_\_\_\_\_.

By and Between the Contractor: \_\_\_\_\_  
and the Hopedale Medical Complex / Hopedale Wellness Center for the purpose  
of \_\_\_\_\_.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

### PURPOSE

1. The contractor has collaborated with Hopedale Wellness Center for the purpose of utilizing space to host a program in which a registration fee occurs, and the contractor facilitates.

### FINANCIAL

1. The contractor shall pay the Hopedale Wellness Center the hourly rental fee of \$35 per hour for the rental of the gymnasium or \$50 per hour for rental of the pool facility **only if the contractor facilitates multiple sessions as determined at the beginning of this agreement.**
2. The contractor may charge any amount to the participants and keep all funds generated other than the total hourly fee due to the Hopedale Wellness Center.
3. The contractor shall be directly responsible for collection of all registration funds. Contractor will pay half the cost of the total rental as a deposit at time of reservation and may pay the final cost at the end of the program. Any other type of payment plan is at the discretion of the Wellness Center Manager.

## EFFECTIVITY

The term of this Agreement shall commence on the days and times as stated and shall terminate as of \_\_\_\_\_.

1. **Sunday: date(s)** \_\_\_\_\_

Time \_\_\_\_\_ Location of Rental \_\_\_\_\_

2. **Monday: date(s)** \_\_\_\_\_

Time \_\_\_\_\_ Location of Rental \_\_\_\_\_

3. **Tuesday: date(s)** \_\_\_\_\_

Time \_\_\_\_\_ Location of Rental \_\_\_\_\_

4. **Wednesday: date(s)** \_\_\_\_\_

Time \_\_\_\_\_ Location of Rental \_\_\_\_\_

5. **Thursday: date(s)** \_\_\_\_\_

Time \_\_\_\_\_ Location of Rental \_\_\_\_\_

6. **Friday: date(s)** \_\_\_\_\_

Time \_\_\_\_\_ Location of Rental \_\_\_\_\_

7. **Saturday: date(s)** \_\_\_\_\_

Time(s) \_\_\_\_\_ Location of Rental \_\_\_\_\_

**Total Cost of Facility Rental for the above schedule:** \_\_\_\_\_

## **DUTIES OF THE HOPEDALE WELLNESS CENTER**

It shall be the responsibility of the Hopedale Wellness Center to do the following:

1. Ensure in providing access to the Hopedale Wellness Center and materials/equipment that shall enable the Contractor to perform their duties without cost on the latter.
2. Communicate with Contractor the proper scheduling.
3. Work with the contractor on promoting their program through the Hopedale Wellness Center media outlets.
4. Ensure that there is always a staff member in the building during the dates and times as stated in this document.

## **CONTRACTOR DUTIES**

It shall be the responsibility of Contractor to perform the following:

1. Ensure proper attendance of participants for sessions.
2. Ensure that participants are all properly enrolled in the program including signed waivers provided by the Hopedale Wellness Center.
3. Comply with having the necessary qualifications to teach/coach the intended programming with safety and effectiveness.
4. Prepare a curriculum for creating a systematic approach to the development of participants.
5. If the contractor shall have others represented to coach or teach other than the undersigned, the contractor shall provide the Hopedale Wellness Center with the name(s), address(es) and phone number(s) of all representatives who will be providing any services pursuant to this Agreement.
6. Contractor shall, always facilitate and observe the proper behavior with all participants and colleagues.
7. Contractor shall give the Hopedale Wellness Center a 24-hour notice of cancellation of a session.

## INDEPENDENT CONTRACTOR

Both parties always agree that during the activities of services under this agreement, the contractor: \_\_\_\_\_ is an Independent Contractor that will facilitate program registration, coaching/teaching, program management and working with the Hopedale Wellness Center manager on scheduling and additional logistics needed.

## INSURANCE

It shall be the responsibility of the Independent Contractor to work with the Hopedale Wellness Center Manager to obtain signed Wellness Center waivers of each participant before engaging in any participation. The Wellness Center will assume liabilities and documentation under the umbrella of any such incidents that occur within the Wellness Center.

## TERMINATION

The Hopedale Wellness Center, at its sole discretion, may, with or without cause, terminate this Agreement at any time by giving the other party two weeks prior written notice.

## INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the Hopedale Medical Complex and the Hopedale Wellness Center, its officers, agents and employees from any claim or causes of action brought against the Contractor or the Company for any liability caused by the Contractor.

\_\_\_\_\_ IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates above written.

Contractor Name (program representative): \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Signature: \_\_\_\_\_

HWC Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_