

# Happy Swimmers, Swim Lessons At Home

*Serving Metro Areas in CA, AZ, TX, DC, NY, HI*

## Swim Instructor Independent Contractor Agreement

This agreement is between Happy Swimmers (company) and \_\_\_\_\_ (contractor) (you) for swim lesson instruction services to be provided to the company's client base on or after March 1, 2010.

As part of this agreement, the above mentioned parties agree to the following:

- Once accepted by the contractor, the contractor will provide swimming lessons to the company's assigned clients in a professional, reliable, and conscientious manner.
- The contractor acts independently of the company in fulfilling the client's swim lesson contract with the company. The contractor is NOT an employee of the company. The company will assist in arranging the preferred schedule of the client's lessons, yet final arrangement is at the contractor's discretion and acceptance.
- In acting as an Independent Contractor, contractor is allowed by law to deduct from contractor's taxes all legal business expenses incurred by him or her in servicing company's clients. These may include, but are not limited to: car expenses and mileage, uniforms and equipment. Please check with your tax professional to take advantage of this major benefit.
- Contractor is responsible for his/her own estimated tax filings, withholding, social security taxes, and any other taxes associated with Independent Contractor status.
- Contractor is not eligible for any employee benefits of company.
- Contractor's benefits with company are listed wholly within this agreement.
- Company holds swim lesson liability coverage in the amount of \$1,000,000. Contractor is covered under this policy while engaged in lesson activity of the company.
- All client lists are agreed to be the exclusive property of the company. Such lists are proprietary and confidential. Any personal solicitation of company's clients for financial gain of contractor in competition with the company will result in legal action and seeking of damages against contractor in accordance with conflict of interest laws.
- If any part of this agreement is found to be void by a court of law of appropriate jurisdiction, the remainder of the agreement will continue in effect.

### Payment to the Contractor by Company

**Payment** is calculated by each visit to the client for the total of the day's lesson time spent at a location. \$20 for a half hour total visit; \$22 for a 40 minute visit; \$25 per hour visit; or at the rate of pay of \$25 per hour for any location visit lasting longer than an hour (\$37.50 for 90 minutes etc.)

**Special bonuses:** You will receive a \$20 bonus for a new client registering with company for lessons at a new location as a result of contractor referral (finder's fee). Also, \$20 bonus for each client contract continuing past 16 lessons as a result of contractor's wonderful teaching.

**Submitting Invoices for Payment:** Clients continue lessons throughout the season.

Contractors are free to turn in invoices for pay at any point along the way. When you do, submit invoices for each client with supportive time sheets bearing client initials verifying number of lessons you completed. Any forgeries of client initials will indicate grounds for legal action. Payment by company to contractor will follow twice monthly. Invoices received by the company by the 5<sup>th</sup> of the month and 20<sup>th</sup> of the month are paid by the 15<sup>th</sup> and 30<sup>th</sup> of the month respectively. Please give company a voided check if you want your pay direct deposited.

I have read the above Independent Contractor Agreement, understand its content, and agree to be legally bound by it:



\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Happy Swimmers Owner