



TOP FLIGHT ATHLETICS INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made between _____
**("CONTRACTOR") and JUGGERNAUT FITNESS HEROSE, LLC DBA
TOP FLIGHT ATHLETICS ("CLIENT"), with a principal place of
business at 17622 HUMEISTER ROAD, CYPRESS, TX-77429.**

1. Services to Be Performed

Contractor agrees to perform the following services:

- ***FITNESS TRAINING & COACHING (one on one privates, small group, large group classes)***
- ***INDIVIDUAL & GROUP & TEAM TRAINING & COACHING***
- ***SOCIAL MEDIA PROMOTIONS OF "TOP FLIGHT ATHLETICS"
& "TOP FLIGHT COACH"***
- ***APAREL & MERCHANDISE SALES***
- ***CAMPS & CLINICS AS SCHEDULED BY "TOP FLIGHT
ATHLETICS"***

2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates:

- ***75% OF REVENUE COLLECTED PER "ONE ON ONE" CLIENT SESSION***
- ***75% OF REVENUE COLLECTED PER PARTICIPANT PER GROUP OR TEAM TRAINING SESSION***
- ***60% OF REVENUE COLLECTED FOR ALL CAMP AND CLINIC REGISTRATION & ENROLLMENT***
- **** CONTRATOR WILL NOT DISCUSS PRICING WITH CLIENTS NOR COLLECT PAYMENT DIRECTLY OF ANY KIND FROM ANY CLIENT / PROGRAM(S) PARTICIPANT(S)***

Contractor shall be paid when the Top Flight Athletics client pays and within a reasonable time after Contractor submits an invoice to Top Flight Athletics. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

4. Vehicles and Equipment

Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows :

[**X**] Contractor has the right to perform services for others during the term of this Agreement.

[**X**] Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

[**X**] The services required by this Agreement shall be performed by Contractor.

[**X**] Contractor is not required by Client to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor.

11. Insurance

Client will provide insurance coverage up to \$4,000,000 for liability coverage.

12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement will become effective when signed by both parties.

14. Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

17. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how

and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information

- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client, and

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy.

Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19. Proprietary Information.

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

20. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

21. Assignment and Delegation

Either Contractor or Client may assign rights and may delegate duties under this Agreement.

OR

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

22. Applicable Law

This Agreement will be governed by Texas law, without giving effect to conflict of laws principles.

Signatures

Client/Owner: JUGGERNAUT FITNESS HEROSE, LLC

Printed Name

Signature

Date

Contractor:

Printed Name

Signature

Date

Taxpayer ID Number