

Elite Massage Professionals Team Application

This agreement is made between Elite Massage Professionals of 708 Broadway, Suite 103, Tacoma, WA 98402, herein called EMP, and _____ herein called Participant. Participant hereby supports and assists EMP situated in the City of Tacoma, County of Pierce, State of Washington, described as Massage Therapy upon the following Terms and Conditions:

1. Use.

Participant shall use and occupy the premises for Massage and Sports Therapy. The premises shall be used for no other purpose; unless stated in writing (Article #1) and approved by EMP.

2. Care and Maintenance of Premises.

Participant is responsible for any damages caused by the Participant. Participant is to clean up after him or herself and to keep the premises in its original condition at all times.

3. Ordinance and Statutes.

Participant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by EMP.

All Licensed Massage Practitioners who work with EMP will need to provide a copy of their current license (with Elite Massage Professionals as an additional insured), photo id (driver's license or identification card), and current insurance in order to associate or participate in any events that EMP is affiliated with. All LMP's or associated workers for EMP need to fill out and sign (1) EMP General Contract, (1) Confidential and Non-Compete Contract, and (1) Payment Agreement Contract.

All students must sign (1) General Release Agreement Form, (1) EMP General Contract, and (1) Confidential and Non-Compete Contract. All students are restricted from taking any form of payment (money, cards, or gifts), donations, bribes, barter, or anything else that will go against the code of ethics for Professional Licensing and/or Graduating from school.

4. Indemnification of EMP.

To the extent of the law, EMP shall not be liable for any damage or injury to Participant, or any other person, or to any property, occurring on the demised premises or any part thereof. Participant agrees to indemnify and hold EMP harmless from any claims for damages that arise in connect with any such occurrence. Said indemnification shall include indemnity from any costs or fee, which EMP may incur in defending said claim.

5. Insurance.

Participant, at his or her expense, shall maintain liability insurance including bodily injury and property damage insuring Participant and EMP with minimum coverage as follows:

- a. Participant shall have a bodily-injured liability and property coverage of at least **\$1,000,000**. A copy of this coverage is to be given to EMP within 7-days of the agreed commencing date stated above.
- b. If the premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Participant or any of Participant's agents, employees or invitees; Participant shall be responsible for the costs of repair not covered by insurance.

6. Destruction of Premises.

In the event of a partial destruction of the premises during the term hereof, from any cause, Participant shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations.

7. Attorney's Fees.

In case suit should be brought for recovery of the premises, or for any sum due here under, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

8. Waiver.

No failure of EMP to enforce any term hereof shall be deemed to be a waiver.

9. Notices.

Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Participant at the premises, or EMP at the address specified, or at such other places may be designed by the parties from time to time.

10. Heirs, Assigns, Successor.

This agreement is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.

11. Entire

Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties' execution hereof:

Signed this _____ day of _____, 20__.

EMP: _____ (Owner)

Participant: _____

Elite Massage Professionals
Contact Information

Elite Massage Professionals
708 Broadway, Suite 103
Tacoma, WA 98402

Participant's Full Name: _____

Participant's Physical Address:

Participant's Mailing Address: (If different from physical address):

Participant's Phone Number: () _____

Participant's Alternative Number: () _____

Participant's Email Address: _____

Participant's Website Address: _____

Elite Massage Professionals Payment Agreement Contract

This agreement is made between Elite Massage Professionals of 708 Broadway, Suite 103, Tacoma, WA 98402, herein called EMP, and _____ herein called Participant. Participant hereby offers to agreement from EMP the premises situated in the City of Tacoma, Count of Pierce, State of Washington, described as Massage Therapy Office upon the following Terms and Conditions:

Payment Agreement Terms

EMP shall provide Participant a payment in a form of a check to cover Participant's work associated with EMP.

Participant acknowledges and agrees that EMP will deduct 20% of the total owed in order to cover the cost of:

Setup
Promotions & Advertising
Management and Coordination
Provided Supplies
Rental Space of Premises
Receptionist
Etc...(Anything else that provided assistance in setting up)

By signing below I understand these conditions and agree with the above terms and conditions and authorized EMP to do so.

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties' execution hereof:

Signed this _____ day of _____, 20__.

EMP: _____ (Owner)

Participant: _____

Elite Massage Professionals Confidential and Non-Compete Contract

Non-Compete

Participant acknowledges Elite Massage Professionals and their associates & affiliations and agrees to not compete in the same events or affiliations associated with EMP or their affiliations without written approval from EMP. I understand that this unique company has connections and affiliations within MMA, UFC, and other athletics and I am not allowed to steal, barter, or massage with these affiliations unless written confirmation from Elite Massage Professionals is provided to do so. A list of EMP affiliations and associations may be provided upon request by the participant.

Confidentiality

Participant acknowledges Elite Massage Professionals is a unique company that provides massage and sports therapy to athletes on-site; either at their events or at their training site. The training that I receive, any paperwork provided by EMP, or any knowledge of the clients that I may work on is to remain within the company and at the specific locations I work at.

I, Participant, hereby understand that any unlawful act that goes against this contract in any form may bring legal actions upon me and/or my company. I hereby understand that all legal actions that may be brought upon me and/or my company may be my responsibility and I may be responsible for payment of all legal obligations and duties owed.

By signing below I understand these conditions and agree with the above terms and conditions authorized by EMP.

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties' execution hereof:

Signed this _____ day of _____, 20__.

EMP: _____ (Owner)

Participant: _____