

ATHLETE'S CONTRACT



CONTRACT FOR THE SERVICES OF A PERSONAL TRAINER

This AGREEMENT between _____, (hereinafter "CLIENT/ATHLETE") and **D.L. FITNESS ENTERPRISES, INC. AND DEBI LASZEWSKI, PRESIDENT** [Independent Contractor] (hereinafter "PERSONAL TRAINER") is entered into and shall commence on the _____ [Day] of _____ [Month], _____ [Year].

1. TERM OF THE CONTRACT

This contract will be effective on _____ [Date] and will continue until _____ [Date] (The period is for one full year). This contract may also be terminated in accordance with the provisions of section 7 of this agreement.

2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that PERSONAL TRAINER is an independent contractor and not an employee. This Contract does not create an employer / employee relationship between the CLIENT/ATHLETE and the PERSONAL TRAINER. Both the CLIENT/ATHLETE and the PERSONAL TRAINER agree that for tax purposes the PERSONAL TRAINER is not an employee of CLIENT/ATHLETE.

3. SERVICES TO BE RENDERED BY THE PERSONAL TRAINER

The PERSONAL TRAINER has agreed to perform the following specific services only included with your year contract:

CONTEST PREPARATION

- A. Training Programs
- B. Nutrition/Supplementation
- C. Posing/Routines
- D. Guidance on Tanning/Suits

YEAR ROUND TRAINING PROGRAMS/NUTRITION TO REACH GOAL.

- A. Excludes one-on-one training is \$90.00per/hr.
- B. Excludes expenses for shows out of town; hotel, transportation and airfare.

Athlete Fee is \$2,500.00 USD per year. Payments are to be paid in accordance with the provisions of section 5 of this agreement.

THERE ARE NO REFUNDS unless specified in accordance with the provisions of sections 8 and 9 of this agreement.

The communication can be email, via phone, via text, in-person, it will be done weekly to bi-weekly, to monthly, depending on where the CLIENT/Athlete is in the contest prep. PERSONAL TRAINER will be communicating when requiring pictures, weight, responses, etc. need to be sent by CLIENT/ATHLETE.

4. INDEPENDENT CONTRACTOR STATUS

The PERSONAL TRAINER being an independent contractor is free to choose the methods, details and means of performing the above-specified services. The PERSONAL TRAINER shall perform the services required by this agreement at any location and at such times, as the PERSONAL TRAINER shall determine proper.

5. COMPENSATION FOR SERVICES RENDERED

The compensation for the services rendered shall be as follows:

PLAN A: \$500 at signing of this contract and the balance of \$2,000 within 30-calendar days, by MONEY ORDER, CASHIER'S CHECK or PAYPAL in U.S.D. Funds. [Non-refundable]

PLAN B: \$500 at signing of this contract and \$500 a month for four (4) months due on the same numeric date of signing the contract. If monthly payment is not received within seven (7) - calendar days there is a \$10 late fee, plus no additional training until outstanding monthly balance is received and payment cleared. Payments by MONEY ORDER, CASHIER'S CHECK or PAYPAL in U.S.D. Funds. [Non-refundable]

1. Exception to PLAN B, if the CLIENT/ATHLETE'S show/contest is in four (4) months or less, the full amount is due the day of signing this contract.

6. PERSONAL TRAINER'S OBLIGATIONS

The PERSONAL TRAINER is responsible:

- a. For supplying all the dietary and nutritional plans and workout routines necessary to perform the services.
- b. The PERSONAL TRAINER is responsible for paying her own taxes.
- c. The PERSONAL TRAINER may not assign the contract, her obligations or duties.

7. CLIENT'S OBLIGATIONS

- a. CLIENT/ATHLETE agrees to cooperate with the PERSONAL TRAINER; to provide access to the work site as necessary; to comply with all reasonable requests necessary to the performance of PERSONAL TRAINER's duties. To follow strictly PERSONAL TRAINER'S guidelines, nutrition plans, workout regimens and keep all appointments. Failure to keep an appointment without notice will result in a \$90 missed appointment fee, an appointment is considered missed if not cancelled within 24 hours of appointment date. Late fee must be paid before the next appointment is scheduled.

8. AUTOMATIC TERMINATION OF THIS AGREEMENT

This agreement will terminate automatically on the occurrence of any of the following events:

- a. CLIENT/ATHLETE'S verifiable long term (60 days plus) sickness or injury needing surgical intervention and doctors' orders to cease training in writing; will receive a prorated refund of unused whole month(s) of service.
- b. Death of either party; CLIENT/ATHLETE will receive a prorated refund of unused whole month(s) of service.

- c. Long-term hospitalization of PERSONAL TRAINER from sickness or injury that would make it impossible to for fill this contract; CLIENT/ATHLETE will receive a prorated refund of unused whole month(s) of service.

9. TERMINATION AT DISCRETION OF THE PARTIES

The parties may terminate the agreement for any of the following reasons:

- a. Termination by CLIENT/ATHLETE for default of PERSONAL TRAINER.

The CLIENT/ATHLETE may terminate the contract at any time after the PERSONAL TRAINER fails to respond to a written notice of default and demand to perform. Default meriting termination shall include, but is not limited to the following:

1. PERSONAL TRAINER fails to respond to CLIENT/ATHLETE'S communication in a timely manner (within 7-calendar days) more than thrice.
2. PERSONAL TRAINER fails to attend appointments. Missing more than three (3) set appointments in 90-days without 24-hour notice may result in termination of this contract and CLIENT/Athlete will receive a prorated refund of unused whole month(s) of service.

- b. Termination by PERSONAL TRAINER for breach by CLIENT/ATHLETE - The PERSONAL TRAINER may terminate the contract at any time after the CLIENT/ATHLETE fails to respond to a written notice that he is in breach of the contract and he is requested to cure. Breach meriting termination shall include, but is not limited to the following:

1. CLIENT/ATHLETE fails to follow prescribed program or goes off track for more than 30 days.
2. CLIENT/ATHLETE fails to attend appointments. Missing more than three (3) set appointments in 90-days without 24-hour notice may result in termination of this contract and no refunds.

- c. Termination for failure to make agreed upon payments.

10. GENERAL PROVISIONS:

10.1.1 – WARRANTIES.

There are no implied and or expressed warranties of results. Results will vary on an individual basis, goals, and effort put forth by the CLIENT/ATHLETE, by no means, that this agreement will guarantee individual results or placement in a contest.

10.1.2 - HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY.

The CLIENT/ATHLETE assumes all health and fitness responsibility under this contract. The PERSONAL TRAINER will be held hold harmless to any liabilities and that the CLIENT/ATHLETE knows his/her physical limitations and will express those to the PERSONAL TRAINER to create the safest possible program.

- a. In consideration of physical training, bodybuilding and/or nutritional guidance being provided by D.L. Fitness Enterprises, Inc. and Debi Laszewski, PERSONAL TRAINER, the CLIENT/ATHLETE does hereby waive, release and forever discharge D.L. Fitness Enterprises, Inc. and Debi Laszewski,

PERSONAL TRAINER from any and all responsibilities or liability for injuries or damages resulting from CLIENT/ATHLETE'S participation in any activities associated or directed to perform for the purpose of physical training, bodybuilding and nutritional guidance. CLIENT/ATHLETE hereby releases D.L. Fitness Enterprises, Inc. and/or Debi Laszewski, PERSONAL TRAINER from any responsibility or liability for any injury or damage to CLIENT/ATHLETE arising out of his/her activities during this contract, including any injury, disability or death.

(Please initial)

- b.** CLIENT/ATHLETE understands and is aware that strength and flexibility training, as well as vigorous exercise, including the use of exercise equipment, are potentially hazardous activities. CLIENT/ATHLETE also understands that fitness and nutritional activities involve risk of injury, disability and even death, and that CLIENT/ATHLETE is voluntarily participating in these activities and using exercise equipment and machinery with knowledge of the dangers involved, along with nutritional preparation for bodybuilding, fitness and physique contest. CLIENT/ATHLETE hereby agrees to expressly assume and accept any and all risks of injury, disability or death.

(Please initial)

- c.** CLIENT/ATHLETE does hereby further declare his/herself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent their participation at this level of exercise and nutritional guidance during the course of this contract.

(Please initial)

- d.** CLIENT/ATHLETE does hereby acknowledge that they have been informed of the need for a physician's approval for their participation in this type of nutritional program, exercise/fitness activity and in the use of exercise equipment and machinery. CLIENT/ATHLETE also acknowledges that it has been recommended that they have a yearly or more frequent physical examination and consultation with their physician as to nutritional and physical activities, exercise and the use of exercise and training equipment so that they might have recommendations concerning these fitness activities and equipment use.

(Please initial)

- e.** CLIENT/ATHLETE acknowledges that they have recently had a physical examination and have been given their physician's permission to utilize exercise and training equipment and to participate in this type of nutritional program, physical and mental challenges, and to participate in all activities therein.

CLIENT/ATHLETE does hereby expressly assume responsibility for any injury, disability or death which they may sustain as a result of their participation in activities within the hiring of the PERSONAL TRAINER including, but not limited to the training and nutritional guidance given during this contract.

(Please initial)

10.1.3 - NOTICES. All notices and other communications provided for or permitted hereunder shall be in writing and shall be made by hand delivery, first class mail, faxed or emailed, addressed as follows:

	PERSONAL TRAINER	CLIENT/ATHLETE
Name	D.L. Fitness Enterprises, Inc. Attn.: Debi Laszewski	
Mailing address Street	P.O. 612	
City, ST/PRV Postal Code	Jupiter, FL 33468	
Telephone		
Cell Phone	561-707-3324	
Fax		
Email	debi@debilaszewski.com	

All such notices and communications shall be deemed to have been duly given when delivered by hand, if personally delivered; three (3) business days after deposit in any United States Post Office in the Continental United States, postage prepaid, if mailed; when answered back or read receipt or delivered receipt request returned to sender, if emailed; and when receipt is acknowledge, if faxed.

10.1.4 - ATTORNEYS' FEES. In the event that a dispute arises with respect to this Agreement, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining such party's rights or in preparing to enforce, or in enforcing, such party's rights under this Agreement, whether or not it was necessary for such party to institute suit.

10.1.5 - COMPLETE AGREEMENT OF THE PARTIES. This is the complete agreement of the parties and it supersedes any agreement that has been made prior to this agreement.

10.1.6 - ASSIGNMENT. This Agreement is of a personal nature and may not be assigned.

10.1.7 - BINDING. This Agreement shall be binding both of the parties hereto.

10.1.8 - NUMBER AND GENDER. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural. The masculine gender shall include the feminine and neuter genders, and the word "person" shall include a corporation, firm, partnership, or other form of association.

10.1.9 - GOVERNING LAW. The parties hereby expressly acknowledge and agree that this Agreement is entered into in the State of FLORIDA, PALM BEACH COUNTY, and, to the extent permitted by law, this Agreement shall be construed, and enforced in accordance with the laws of the State of FLORIDA, PALM BEACH COUNTY.

10.1.10 - FAILURE TO OBJECT NOT A WAIVER. The failure of a party to object to, or to take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct until 180-days since the wrongful act or omission to act has passed unless otherwise stated.

10.1.11 - UNENFORCEABLE TERMS. Any provision hereof prohibited or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

10.1.12 - INCORPORATION BY REFERENCE. All exhibits referred to in this Agreement are incorporated herein in their entirety by such reference.

10.1.13 - CROSS-REFERENCES. All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement, and shall not be deemed to be references to any overall transaction or to any other agreements or documents.

10.1.14 - MISCELLANEOUS PROVISIONS. The various headings and numbers herein and the grouping of provisions of this Agreement into separate divisions are for the purpose of convenience only and shall not be considered a part hereof. The language in all parts of this Agreement shall in all cases be construed in accordance to its fair meaning as if prepared by all parties to the Agreement and not strictly for or against any of the parties.

11. KNOWLEDGE, UNDERSTAND AND ACCEPT

Parties, PERSONAL TRAINER and CLIENT/ATHLETE, knowledge that they fully have read the entirety of this document, and understand the contents. If you have any questions about the content, you are directly to have your attorney review this document and clarify any concerns, prior to signing it. Your signature is your acceptance of all terms and clauses within.

12. SIGNATURES

Debi Laszewski, President PERSONAL TRAINER	<input type="checkbox"/> _____ Print Name, CLIENT/ATHLETE
Signature	<input checked="" type="checkbox"/> _____ Signature
Date	Date
Send Money Orders or Cashier's Checks to:	<input type="checkbox"/> _____ Mailing Address Street
D. L. Fitness Enterprises, Inc. PO Box 612 Jupiter, FL 33468 USA	<input type="checkbox"/> _____ City, ST/PV and Postal Code
	<input type="checkbox"/> _____ Country