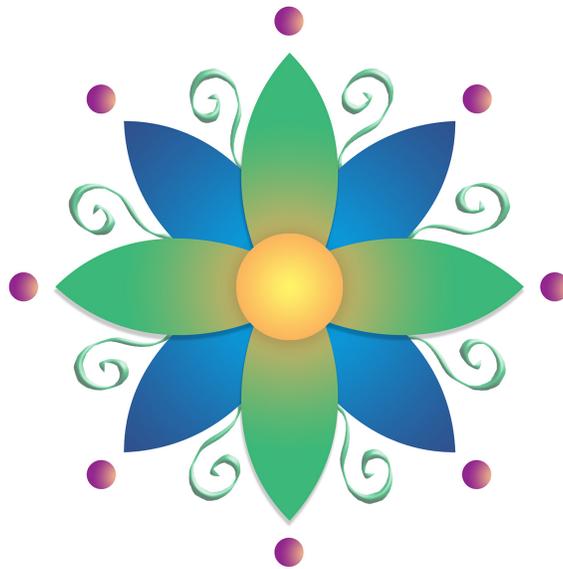


LAKESIDE WELLNESS

INDEPENDENT CONTRACTOR AGREEMENT

Lakeside Wellness



A Community of Independent Wellness and Alternative Practitioners

Phone: (804) 516-4285

E-Mail: info@lakesidewellness.net Web: www.lakesidewellness.net

Dear Wellness Practitioner,

Thank you so much for your interest in building your business at Lakeside Wellness.

Lakeside Wellness was designed to benefit all parties involved.

In many traditional room rental situations, practitioners pay a monthly rental fee and are completely on their own to build their businesses. The public is frequently confused by this setup as there is typically an “umbrella business,” then several other different businesses within the same location using different names. To create a more cohesive model, many businesses turn to a commission-based setup and charge a hefty percentage to perform administrative duties. The concept behind Lakeside Wellness is unique in that we hope to thwart all of these common issues.

Lakeside Wellness will provide practitioners with written guides to assist practitioners in building strong, lucrative wellness practices. The business itself will be marketed regularly. The shared room rental and broad business model will bring more traffic through our doors. Rooms are furnished quite comfortably with tables, table warmers, table skirts, rolling stools, linens (sheets only), music and speakers, blank business cards and notepads, consultation tables, secured storage areas, separate heating and cooling units and much, much more. Your monthly rent includes the use of these rooms PLUS a linen service (sheets only), online scheduling, a professional email address, access to survey and email template services, social media marketing, and fill-in-the-blank marketing materials.

Our business model was also designed to help prevent confusion among the public, hence the implementation of such contractual terms such as prohibiting of the sale of individual gift certificates and prohibiting operation under varied business names.

There are a few key points for practitioners at Lakeside Wellness:

- All practitioners at Lakeside Wellness are independent contractors and are responsible for setting up and running your business as such. This includes, but is not limited to: maintaining professional licensure and/or certification, professional and/or liability insurance, business license, etc. You come and go as you please and you run your business the best way you see fit. If you ever feel as though you are being treated as an employee vs. an independent contractor we kindly ask that you speak to the managing partner, Alyson Schlobohm, immediately.
- Lakeside Wellness will continue to market the business itself, however, practitioners are completely responsible for their own personal marketing and building of clientele. We will provide written guides via a separate business venture, www.MindsOnMassage.com, that can help to assist practitioners in building their businesses. (Note: the information provided by Minds On Massage is in no way a training manual for Lakeside Wellness independent contractors.) Should you decide to leave Lakeside Wellness, you are welcome take your clientele with you.
 - *Lakeside Wellness **suggests** that each practitioner establish a title such as “Jane Doe, Certified Massage Therapist” to use for self-marketing for both printed materials and online marketing sites. This way, should you terminate your lease with Lakeside Wellness you maintain ownership of the business you have created through these methods. Again, this is a suggestion, not a rule.*
- This is a community-based business. Practitioners who rent space at Lakeside Wellness are under no obligation to perform ANY duties or services for other practitioners or for the business owner. However, we are looking for respectful, professional individuals who are friendly and enjoy helping others. Additionally, Lakeside Wellness is completely open to both your feedback and constructive criticism; please feel free to suggest ideas for improving the business, marketing, general issues, complaints, or any other concerns. Lakeside Wellness will also establish a method of communication for submissions that wish to be made anonymously.

If you have any questions about the above or the following terms, please do not hesitate to reach out before signing the agreement. No agreements should be signed by either party until the rental days and costs are established.

I look forward to working with you all!

Sincerely,

Alyson Schlobohm

Managing Partner, Lakeside Wellness

LAKESIDE WELLNESS INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is

made effective as of _____ (today's date), by and between Alyson Schlobohm CMT LLC DBA Lakeside Wellness (the "Recipient"), of 6924 Lakeside Avenue, Suite 306, Henrico,

Virginia 23228, and _____ (the "Contractor").

In this Agreement, the party who is contracting the services shall be referred to as "Recipient", "Alyson Schlobohm CMT LLC", "Lakeside Wellness", and/or "LW", and the party who will be providing the services shall be referred to as "Independent Contractor" and/or "IC"/"ICs."

Alyson Schlobohm and Lakeside Wellness reserve the right to immediately terminate the lease terms of anyone who fails to comply with the following terms and conditions.

1. DESCRIPTION OF SERVICES. Beginning on October 16, 2016, the IC will provide the following services (collectively, the "Services"): Wellness Services.

2. PROOF OF BUSINESS LICENSE, LICENSE/CERTIFICATION AND INSURANCE. ICs agree to provide proof of current licensure or certification by their respective professional governing boards, proof of general liability or professional insurance and a valid business license.

3. SAFETY AND ETHICS. ICs agree to abide by all standards of safety and ethics set forth by their respective professional governing boards.

Harming of clientele, illegal activity, breaching the parameters of designated professional standards or putting other practitioners in harms way is strictly prohibited and may result in immediate termination of your lease by LW.

4. RENTAL TERMS. ICs are responsible for a monthly rental fee due to Alyson Schlobohm CMT LLC by the 1st of each month. Any rents paid after the 5th of the month are subject to a late fee of 10% of the entire amount due.

There is a one-time security deposit due within 5 business days in the amount of \$150. The security deposit will be returned to independent contractors at the termination of his or her lease if no items belonging to Lakeside Wellness have been lost, damaged, or stolen, by independent contractors or clientele, during the ICs time at Lakeside Wellness.

Half-Day Rental Hours:

1st Half – Until 1:29 PM

2nd Half – Begins 1:30 PM

1st Half renters must be OUT of their assigned rooms no later than 1:29 unless written permission by Alyson Schlobohm is granted.

Allocated days and times agreed upon by IC and LW:

| | | | |
|------------|-------------|----------------------------|----------------------------|
| Monday: | Full | 1st Half | 2nd Half |
| Tuesday: | Full | 1st Half | 2nd Half |
| Wednesday: | Full | 1st Half | 2nd Half |
| Thursday: | Full | 1st Half | 2nd Half |
| Friday: | Full | 1st Half | 2nd Half |
| Saturday: | Full | 1st Half | 2nd Half |
| Sunday: | Full | 1st Half | 2nd Half |

Monthly rental fee agreed upon by IC and LW: \$_____ per month.

5. TERM/TERMINATION. This Agreement will auto-renew unless terminated by either party upon 60 days' written notice to the other party.

Length of rental term agreed upon by IC and LW: _____ months.

Upon termination of the lease, ICs agree to immediately refrain from using any logos, email addresses, marketing tools, social media accounts, or other proprietary information provided by Lakeside Wellness and/or Alyson Schlobohm CMT LLC.

6. ROOM FURNISHINGS. LW has provided the following items. Removal of any of the following, for any length of time, without written consent is strictly prohibited and can result in immediate termination of contract by LW:

Practitioner table, face cradle, table skirt, stool, utility cart, streaming speaker, digital clock, storage cabinet, vacuum cleaner, basic tools, cleaning supplies (labeled), desks/consult tables, practitioner and client seating, intake/computer tables, sheet sets (flat, fitted and face cradle cover), fleece face cradle, egg crate, table warmer, fans, heaters, water dispenser, or any other items provided by LW.

The IC is to complete a walk-through of his or her assigned room before using it to note the condition of the room and equipment. The IC acknowledges responsibility for any damages over and above normal wear and tear.

7. ROOM CLEANLINESS. It is the job of the IC each day to ensure the room meets his or her standards of cleanliness.

8. BUILDING SECURITY, UPKEEP AND RESPECTFULNESS. ICs and their clients agree to respect the security and peacefulness of the building, the other tenants, and the other tenants' employees and guests.

Building security dictates that both the main front and rear door remain locked outside of regular business hours, which are 8AM-5PM Monday-Friday.

ICs agree to set their respective window unit to 65 during the heating season and 75 during the cooling season upon departure at the end of each day.

ICs will turn off all other lights, heaters, fans or electrical equipment upon departure each day.

9. LOCKBOX. LW ICs and our guests have access to a lockbox at the rear door of the building.

Lockbox Usage:

- Lockbox is intended to allow clients with appointments outside of regular business hours access to the REAR BUILDING DOOR ONLY, NOT to the front building door OR the main door to the LW Suite 306.
- It is the responsibility of each IC to place a key to the rear door in the lockbox when needed and it is the responsibility of the IC to remove the key from the lockbox upon daily departure.
- ICs are responsible for ensuring both deadbolts are locked behind client upon entering the building.
- It is the responsibility of the IC to provide clients with the current lockbox code.

10. MARKETING. ICs agree to work under the business name Lakeside Wellness when they perform services or market themselves at this location. Should ICs choose to keep previous business names or websites, he or she agrees to only use them when working outside of Lakeside Wellness.

Marketing supplies and services provided by LW are completely optional for use by ICs. These supplies and services include, but are not limited to: generic business cards, notepads, pens, online scheduling, a page on the LW website (www.lakesidewellness.net), social media, etc.

It is recommended that ICs who choose to do any external promotions or marketing review it with LW before printing or distributing said materials. Lakeside Wellness is not responsible for any errors, miswording or financial losses incurred from materials or campaigns designed and/or distributed by ICs.

11. PAYMENT FOR SERVICES. ICs are responsible for the collection of all payments for his or her services less gift certificates (see “Gift Certificates and Packages”).

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

12. GIFT CERTIFICATES AND PACKAGES. ICs are absolutely prohibited from selling any gift certificate other than those designated by LW. This includes any online, instant gift certificate or service.

ICs will be reimbursed by LW upon proof of redemption of gift certificates by clientele (less a 4% processing fee for online, instant gift certificates.)

ICs who choose to sell packages or offer bulk rates are 100% responsible for fulfillment of ALL services promised to clients. ICs agree to ensure all clients sign a waiver clearly indicating understanding that specials, packages, and bulk rates are specific to each practitioner and are NON-transferable unless a written agreement by practitioners has been made.

13. RELEASE WAIVER. ICs agree to either use the client intake form provided by LW OR include a waiver on his or her own intake form **and provide an electronic copy to LW:**

- That you are an independent contractor and not an agent of Lakeside Wellness.
- That specials, packages, or incentives you choose to run are NOT transferable to other practitioners unless otherwise stated.

14. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is the responsibility of the IC, NOT LW, to pay his or her own local and federal taxes.

15. FREEDOM TO USE INFORMATION. ICs recognize that Minds On Massage, also known as www.MindsOnMassage.com, is a completely separate business venture by Alyson Schlobohm, Alyson Schlobohm CMT LLC and LW. ICs recognize that the information published by Minds On Massage is in NO way a training manual in which ICs must or should abide to conduct business at Lakeside Wellness.

16. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through Lakeside Wellness accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, Instagram, YouTube, or other social media networks) used or created on behalf of the Recipient are the property of the Recipient.

Any social media contacts, including "followers" or "friends," that are acquired through IC's professional accounts, for example, "Jane Doe, Certified Massage Therapist" (including, but not limited to email addresses, blogs, Twitter, Facebook, Instagram, YouTube, or other social media networks) used or created on behalf of the IC are the property of the IC.

17. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial

and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

18. INJURIES. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. Contractor will provide the Recipient with a certificate naming the Recipient as an additional insured party.

19. INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless the Recipient from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Recipient that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

20. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

21. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained

in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

22. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

23. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Virginia.

25. SIGNATORIES. This Agreement shall be signed by Alyson Schlobohm, Director on behalf of Alyson Schlobohm CMT LLC DBA

Lakeside Wellness and by _____ (IC). This Agreement is effective as of the date first above written.

RECIPIENT:

Alyson Schlobohm CMT LLC DBA Lakeside Wellness

Signature _____

Date _____

Alyson Schlobohm
Managing Partner

CONTRACTOR:

Name _____

Signature _____

Date _____