



TERMS AND CONDITIONS

This Agreement is made between Torq Enterprises, ("Contractor") an independent contractor with a principal place of business at 622 Milo Terrace, Los Angeles, CA 90042, and the new Client.

ARTICLE 1: SERVICES TO BE PERFORMED

Specific Services

1.01 Contractor agrees to perform the services specified in the Enrollment Agreement, stated above and incorporated into this agreement by reference.

Independent Contractor Status

1.02 Contractor enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. Contractor agrees that he or she is not and will not become an employee, partner, agent, or principal of Client while this agreement is in effect. Contractor agrees he or she is not entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit.

Subcontractor Status

1.03 Client understands that subcontractors may be used to administer some of the services including but not limited to a Yoga Instructor, Children's Yoga Instructor, Nutritionist, and Labor Coach.

ARTICLE 2. OBLIGATIONS OF CONTRACTOR

Location

2.01 Contractor will perform the services under this Agreement on Client's premises during Client's regular business hours or between the hours of 9:00am and 6:00pm on weekdays or as otherwise mutually agreed upon between the parties.

Materials and Equipment

2.02 Contractor or Subcontractor will supply all materials and equipment required to perform the services under this Agreement.

Worker's Compensation

2.03 Contractor agrees to provide workers' compensation insurance for Contractors' employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees.

Limits on Scope of Service

2.04 Contractor and Subcontractors provide only emotional support, physical support, and education. Contractor or Subcontractors are not medical professionals and do not give medical advice. They do not perform clinical tasks, do not make medical decisions, and do not communicate with medical personnel on Clients' behalf. It is the responsibility of each Client to consult a physician and determine whether Contractor or Subcontractors' services are appropriate for Client.

Limited Liability

2.05 Contractor will not be liable to Client, or to anyone who may claim any right due to a relationship with Client, for any acts or omissions in the performance of services under the terms of this agreement or on the part of the employees of Contractor unless those acts or omissions are due to willful misconduct. Client will indemnify and hold Contractor free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from, growing out of, or in any way connected with the services rendered to Client under the terms of this agreement, unless Contractor is judged by a court of competent jurisdiction to be guilty of willful misconduct.

2.06 Contractor will not be liable to Client, or to anyone who may claim any right due to a relationship with Client, for any acts or omissions in the performance of services by any Subcontractors. Each Subcontractor is an independent contractor with his or her own independent business, and each Subcontractor shall maintain his or her own insurance and be held solely liable for any actions of willful misconduct arising from the performance of services. Client agrees to hold harmless Torq Enterprises for any damages or injuries caused by Subcontractors, and shall look to the Subcontractor for satisfaction of any claims for damages or injuries.

Subcontractor's Qualifications

2.07 Subcontractor represents he or she has the qualification and skills necessary to perform the services under this agreement in a competent, professional manner, without the advice or direction of Client. This means Subcontractor is able to fulfill the requirements of this agreement. Failure to perform all the services required under this agreement constitutes a material breach of the agreement. Subcontractor has complete and sole discretion for the manner in which work under this agreement will be performed.

Indemnity

2.08 Subcontractor agrees to indemnify, defend, and hold Contractor free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that Client may incur as a result of a breach by Subcontractor of any representation contained in this Agreement.

Assignment

2.09 Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the Client's express written consent of the other party. Consent shall not be unreasonably withheld.

ARTICLE 3. OBLIGATIONS OF CLIENT

Cooperation of Client

3.01 Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's services under this agreement. Client further agrees to be truthful and to keep Contractor and Subcontractors informed of any information or developments concerning Client's health or pregnancy.

Place of Work

3.02 Client agrees to furnish space on Client's premises for use by Contractor while performing the services described above.

Payment

3.03 Client shall make payment to Contractor prior to the start of any services to be performed. Once payment has been received, Contractor shall be responsible for payment to Subcontractors.

Assignment

3.04 Neither this agreement nor any duties or obligations under this agreement may be assigned by Client without the prior written consent of Contractor. Consent shall not be unreasonably withheld.

ARTICLE 4: TERMINATION OF AGREEMENT

Termination on Notice

4.01 Notwithstanding any other provision of this agreement, either party may terminate this agreement at any time by giving 10 days written notice to the other party. Unless otherwise terminated as provided in this agreement, this agreement will continue in force for a period of 9 months or until the services provided for in this agreement have been fully and completely performed.

Termination on Occurrence of Stated Events

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

- (a) Bankruptcy or insolvency of either party
- (b) Sale of the business of either party
- (c) Death of either party

Termination for Default

4.03 If either party defaults in the performance of this agreement or materially breaches any of its provisions, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this agreement includes, but is not limited to, the following:

- (a) Client's failure to pay Contractor any compensation due within 30 days after written demand for payment;
- (b) Contractor's failure to complete the services specified in the Enrollment Agreement.
- (c) Contractor's material breach of any representation or agreement contained in Paragraph 4.07.
- (d) Client's material breach of any representation or agreement contained in this Agreement.

ARTICLE 5: GENERAL PROVISIONS

Entire Agreement of the Parties

5.01 This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of those services by Contractor for Client and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement, and that no other agreement, statement, or promise not contained in this agreement will be valid or binding. Any modification of this agreement will be effective only if it is in a writing signed by the party to be charged.

Partial Invalidity

5.02 If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Arbitration

5.03 Any controversy or claim arising out of or relating to this agreement or the breach of the agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.

Liquidated Damages

5.04 The parties agree that in the event of a breach of this agreement by either party, it would be impracticable or extremely difficult to fix the actual damage, and therefore, the breaching party will pay to the non-breaching party as liquidated damages and not as a penalty the sum of \$500, which represents a reasonable compensation for the loss incurred because of the breach.

Attorneys Fees

5.05 If any legal action including an action for declaratory relief is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law

5.06 This agreement will be governed by and construed in accordance with the laws of the State of California.

Today's Date: _____

Client Name - Print Name

X _____
Client Signature

X _____
Torq Enterprises - Erica Lee