



SF Squared Trainer Handbook

Smart. Fit. Safe. Fun.

These are the values on which SF Squared is built, and SF Squared trainers are carefully selected to be part of a team with a shared mission of successfully re-launching a fitness space with a 30-year history in San Francisco.

SQ Squared trainers work together to set a new standard of professional and personalized fitness training, with a goal of improving the lifestyle of our clients while enhancing the communities in which we work.

Our philosophy is that knowledge is power. We aim to educate and inspire our clients and our colleagues to make better choices. We strive to not only meet but exceed fitness goals, and we do the same when it comes to customer service and professional integrity.

The goal of our trainer policies is to optimize the gym for safety, health and business. While trainers are independent contractors empowered to customize their rates and training styles, our core values are cohesive, giving us a solid foundation for generating revenue and loyalty:

Expectations

Trainers not only follow, but model and enforce SF Squared membership policies. Our employment is at will, based mutual trust, open communication and shared responsibility.

- Building relationships and growing the business is our priority. We aim to inspire loyalty with every solution and service we provide.
- Maintaining safety and avoiding liability is everyone's responsibility. We comply with the law and our certifications. We are committed to safety and continuous education.
- We are all brand ambassadors for SF Squared. We represent our best selves by consistently striving for excellence.

Enforcement

Good business is everyone's business.

- We all benefit from a healthy work environment, and from an upbeat, energetic atmosphere that keeps our clientele engaged and motivated.
- Communicate early and often with staff, clients, members and other trainers. Address issues as they arise, with positive intent aimed at preventing escalations.
- Lapses in certification, insurance and judgment (i.e. discrimination, harassment, theft) will not be tolerated.

Fees

Training at SF Squared is offered through a fee structure that exchanges a waiver of membership dues for clients of personal trainers. It is the trainer's responsibility to explain to clients that they are only allowed use of the gym during sessions paid by trainer, unless trainer has unlimited sessions, in which case their clients should already be gym members.

\$22/single session

\$110/5 sessions

\$270/15 sessions

\$360/20 sessions

\$450/25 sessions

\$540/30 sessions

\$1,000 unlimited monthly sessions (recommended for seasoned trainers with an established client base)

Conflicts of Interest

By respecting the business of SF Squared as if it is your own (because it is!), we collaboratively improve the reputation of this fitness space and contribute to its evolution. Income potential is limited only by our failure to respect boundaries. We avoid creating conflicts of interest through:

- **Courtesy.** We respect one another as well as common sense. We recognize that being polite and friendly is a vital part of this very personal business.
- **Confidentiality.** The details of this very personal business are nobody's business but ours. Management is open to constructive feedback, and is available to offer assistance with issues and opportunities, which are often one and the same.
- **Cooperation.** We are a team first and foremost, and we are stronger against competition together than we are on our own.

And now, the legal stuff...

Independent Personal Trainer Agreement

The INDEPENDENT PERSONAL TRAINER AGREEMENT (this “Agreement”) is entered into as of _____, 201_ (the “Effective Date”) by and between SF Squared, Inc., (the “Company” or “SF Squared”), with a principal place of business at _____, and _____ (“Trainer”).

1. Purpose of Agreement

SF Squared is a full-service fitness facility, among other services offering personal training services. Trainer and SF Squared agree that, for a utilization fee paid by the Trainer, the Company shall make its facility available to Trainer on an hourly basis. Facility includes the space, any available equipment, locker rooms usage and any other items not deemed personal private property.

2. Facility Usage

- a. Trainer may utilize the facilities and any available fitness equipment. Trainer agrees to clean the equipment after each use, return equipment to its appropriate location and make the best effort to maintain equipment and the facility in optimal working order. Trainer agrees that he/she shall be responsible for the repair or replacement of equipment lost or damaged as the direct result of the negligence or misconduct of Trainer or Trainer’s client.
- b. Trainer agrees that no client shall be trained by him/her unless that client has first signed the Company’s standard waiver of liability form.
- c. Trainer shall set his/her own working hours within normal business hours of SF Squared, shall obtain, schedule, manage his/her clients, set own fee schedule, manage own promotion and all business-related events, expenses and all related business affairs.
- d. Trainer has been explained the Company’s fee schedule and agrees to pre-pay all of his/her training sessions in advance, by purchasing desired number of training hours, which are to be deducted on a per-visit basis by notifying front-desk staff of the exact number of clients upon entering the facility. [The Company shall notify Trainer when the amount of pre-paid sessions decreases to 5 sessions or below, at which point Trainer shall be required to tender another pre-payment.]
- e. Trainer shall not be allowed to utilize the Company’s facilities until full payment and/or pre-payment is received by the Company in accordance with the terms of this Agreement.

3. Trainer Status

- a. Trainer is an independent contractor and in no case shall be considered an employee, agent, joint venture or partner of SF Squared. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between SF Squared and Trainer, nor that of a landlord and tenant of real property for any purpose under California law.
- b. Trainer is not an employee for any purpose, including, but not limited to, state or federal tax income, employment taxes, or disability insurance.
- c. Trainer represents and warrants that he/she is now and shall remain for the entire term of this Agreement, licensed, insured, to the extent necessary to operate a business and function as an independent trainer. Trainer shall, within 10 days of signing this Agreement, provide SF Squared with a copy of current personal trainer certification, a copy of current liability insurance covering his/her activity as a personal trainer at SF Squared, with minimum coverage of \$1,000,000 and with SF Squared named as additional insured in any such policy.
- d. Trainer will determine the method, details, and means of personal training for his/her clients.
- e. Trainer shall be responsible for all costs and expenses related to the personal training service he/she provides, including but not limited to, all costs of equipment provided by Trainer, all fees, fines, licenses, bonds or taxes required of or imposed on Trainer, and any and all other Trainer's costs of doing business. SF Squared shall not be responsible for any expenses incurred by Trainer.

4. Term of Agreement and Termination

The term of this Agreement shall be for a period of 5 years from the Effective Date, subject to either party's right to terminate. A party may terminate this Agreement upon 30 days prior written notice to the other party, except that no prior written notice shall be required in the event of a material breach of the Agreement by a party.

5. Indemnification and Waiver of Liability

Trainer shall indemnify and hold SF Squared harmless against any and all damages, claims, liabilities, costs, fees or expenses relating to or in connection with any injury, illness, or death of any person, or damage to, or loss of, any property resulting from Trainer's performance of services under this Agreement. Trainer hereby releases SF Squared, and its agents, officers, shareholders, directors, executors, heirs, and assigns, from any and all claims, liabilities, fees expenses, costs, and damages relating to any personal injury to Trainer, or property damage to, or loss of Trainer's personal property.

6. Confidentiality

- a. "Confidential Information" as used in this Agreement shall mean any and all information disclosed by the Company, or received by Trainer and in connection with the provision of services hereunder, including, without limitation, any trade secret and proprietary information, know-how, financial information, third-party client information, client-related information, including names, addresses and contact information.
- b. Trainer shall use the Confidential Information solely to perform his or her obligations hereunder for the benefit of the Company. Trainer shall treat all of the Confidential Information with the same degree of care as he or she accords to his or her own confidential information, but, in any event, no less than reasonable care. Trainer shall immediately give notice to the Company of any unauthorized use or disclosure of the Confidential Information. The Consultant shall assist the IP Holder in remedying any such unauthorized use or disclosure of the Confidential Information.

7. Representations and Warranties

Trainer hereby represents and warrants to the Company that: (i) he or she has all the skills, competency, rights, licenses, permits, and consents necessary to perform the fitness training services, (ii) he or she will comply with all applicable laws, rules, and regulations in performing the fitness training services, (iii) he or she will deliver and perform the fitness training services in a professional and workmanlike manner in accordance with applicable fitness industry and commercial standards, (iv) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement or, to Trainer's knowledge, any applicable law, decree, rule, or regulation, to which Trainer is a party, or to which Trainer is subject, or by which Trainer is bound.

8. Notices

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, or registered or certified mail, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address specified in this Agreement, provided, however, that each party may change the address by written notice to be provided in accordance with the terms of this Paragraph.

9. Entire Agreement of the Parties

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all other prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

10.Indulgences

No failure or delay by either party in enforcing any of the rights under this Agreement will operate as a waiver of that right or prevent such party from exercising any other right under this Agreement. No amendment or waiver of this Agreement will be effective unless it is in writing, except as otherwise provided here.

11.Severability

If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

12.Attorney Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret this Agreement, then the prevailing party in any such action will be entitled to reasonable attorneys' fees, which may be awarded by the court in the same or separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

13.Assignments; Successors and Assigns

The Company may assign any of its rights and obligations under this Agreement. This Agreement is for Trainer's personal services. Accordingly, any assignment of rights and obligations of Trainer under this Agreement requires the Company's prior written consent. This Agreement, and the rights and obligations of the parties hereunder, shall be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives

14.Facsimile Signatures.

This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature shall be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by express overnight delivery. The failure to deliver the original signature copy and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement

15.Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

16. Governing Law and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of California. All disputes related to the interpretation or performance of this Agreement shall be subject to the exclusive jurisdiction of courts located within San Francisco County, California.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative and Trainer has executed this Agreement, in each case as of the Effective Date.

COMPANY:

SF SQUARED, INC.

TRAINER:

[NAME]

By: _____
Name: Joseph Ross Anderson
Title: President

[Signature]

Address: _____

Phone: _____

Email: _____
