

# EXTERNAL TRAINER AGREEMENT

THIS AGREEMENT dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN: \_\_\_\_\_

(the “External Trainer”)

- and -

**Dwell Gym Inc.**

This Agreement will confirm the agreement between Dwell Gym Inc. and the External Trainer (collectively the “Parties”) in regard to utilizing the facilities located at Dwell Gym Inc., 276 Carlaw Ave, Unit 101, Toronto, Ontario, M4M 3L1.

1. External Trainer will pay Dwell Gym Inc. for the use of facilities at the rate determined as per Rate Sheet plus HST or any applicable taxes as assessed by the Government of Ontario in the future.
2. External Trainer is required to have full and complete liability insurance. By signing this agreement, External Trainer warrants and confirms that they hold the aforementioned insurance.
3. External Trainer is required to clearly communicate to their client(s) using the Dwell Gym Inc. facilities that any claims of liability whatsoever are the sole responsibility of the External Trainer and are in no way whatsoever those of Dwell Gym Inc. and/or any of its owners, directors, officers, shareholders, employees, agents, contractors, successors, or assigns (collectively the “Companies”)

**Initials**

5. External Trainer agrees to indemnify and save harmless the Companies from and against any and all claims, actions, or other proceedings of every kind and nature for any loss, injury, illness, death, damage and/or other liability whatsoever of every nature and kind, in law or in equity, whether now known, anticipated or otherwise, which any of you or your clients had, have or may have against any of the Companies, directly or indirectly, arising out of, resulting from, or in any way associated with any fitness activity or use of the Dwell Gym Inc. facilities.
6. External Trainer hereby irrevocably and unconditionally fully releases and forever discharges the Companies from any and all claims, actions or other proceedings of every kind and nature for any loss, injury, illness, death, damage and/or liability whatsoever of every nature and kind, in law or in equity, whether now known, anticipated or otherwise, which any of your clients had, have or may have against any of the Companies, directly or indirectly, arising out of, resulting from, or in any way associated with any fitness activity or use of the Dwell Gym Inc. facilities.
7. External Trainer agrees to have all first time clients sign a Waiver, Release of Liability upon arrival.
8. External Trainer agrees not to solicit any Dwell Gym Inc. members.
10. External Trainer agrees that cleanliness of the club is critical to the member's experience and commits to ensuring proper maintenance of equipment and space.
  - a. External Trainer agrees to replace all weights and equipment used during training session.
  - b. External Trainer agrees to educate client on wiping down equipment after use.
  - c. External Trainer agrees not to have personal belongings or bags on the gym floor.
  - d. External Trainer agrees to keep staff areas clean and tidy of personal belongings.
  - e. External Trainer agrees to avoid talking on their cell phone on the gym floor.
  - f. External Trainer is required to obtain, read and comply with the Dwell Gym Inc. rules and regulations, available from Dwell Gym Inc. upon request.

**Initials**

11. Personal short workouts at Dwell are allowed for External Trainers upon the following conditions:
  - a. Minimize time and use of equipment
  - b. Members and clients have priority
  - c. Workouts are prohibited during peak hours as follows:
    - Monday to Friday 5:30 p.m. to 7:00 p.m.
    - Saturday/Sunday 9:00 a.m. to 12:00 p.m.
  
12. This Agreement may be terminated as follows:
  - a. By Dwell Gym Inc. Inc. where:
    - (ii) External Trainer is consistently late in paying Dwell Gym Inc. Two consecutive months of late payments will result in the immediate termination of this agreement.
    - (iii) External Trainer intentionally avoids accurate reporting of sessions at the club.
    - (iv) External Trainer or their client fails to comply with standard Dwell Gym Inc. rules and regulations.
    - (v) External Trainer solicits Dwell Gym Inc. members.
    - (vi) In the reasonable opinion of Dwell Gym Inc., the External Trainer has failed to comply with any substantive term or condition of this Agreement;
  
  - b. By mutual agreement of the parties, expressed in writing with 30 days notice.
  
13. Upon termination of this Agreement, the External Trainer shall cease to provide any further Services on the premises. Dwell Gym Inc. shall be under no obligation to the External Trainer.
  
14. This Agreement contains the entire agreement between the Parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.
  
15. This Agreement can only be amended or changed from time to time as required by Dwell Gym Inc. Any such changes will be communicated to the External Trainer, and agreed to, otherwise any and all existing agreements will by automatically terminated and fees owed to either party will be paid immediately by the other party.

**Initials**

The parties hereto have affixed their signatures as of the day and year first written above.

**External Trainer**

\_\_\_\_\_  
External Trainer's full name

Per: \_\_\_\_\_

External Trainer's signature

**Dwell Gym Inc.**

\_\_\_\_\_  
Per: \_\_\_\_\_

Authorized Signature