

LICENSED MASSAGE THERAPY SERVICES AGREEMENT

THIS THERAPEUTIC MASSAGE SERVICE AGREEMENT (herein called this "Agreement"), made as of this day of _____, 19____, by and between THE _____ HOTEL COMPANY, and Massage Inc. (herein called "Coordinator").

WITNESSETH:

WHEREAS, The _____ Hotel is the operator of a luxury hotel known as The _____ Hotel, (herein called the "Hotel") located at _____, _____; and Massage Inc. (herein called "Coordinator") located at 4421 121 Terrace North, Royal Palm Beach, FL 33411.

WHEREAS, The Hotel desires to retain Coordinator to provide therapeutic massage services for the benefit of the guests, employees and patrons of the Hotel and Coordinator desires to provide the Hotel and its guest, employees and patrons with such therapeutic massage services.

NOW, THEREFORE, in consideration of the sum of \$ _____, the mutual covenants and agreements hereinafter contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hotel and Coordinator hereby agree as follows:

1. AGREEMENT: The Hotel does hereby retain Coordinator as an independent contractor to provide the Hotel for the benefit of the guests, employees and patrons of the Hotel, massage therapy services in accordance with the terms of this Agreement, Coordinator hereby accepts and shall be obligated to provide such services.

2. TERM: The term of this Agreement (herein called the "Term") shall commence on the date of this Agreement (herein called "Commencement Date") and end at midnight on the day before the second anniversary of the Commencement Date, or such earlier date upon which the term may expire or be terminated pursuant to any other conditions of limitation or other provisions hereof. Notwithstanding anything contained herewith to the contrary, the Hotel specifically reserves and shall have the right during the term and any extension term to terminate this Agreement without cause by providing thirty (90) days advanced written notice to Coordinator.

3. PAYMENTS: (a) For each massage session, the Hotel shall collect the massage services fees from the guest(s), employee, patron of the Hotel utilizing such services of Coordinator in Hotel guest rooms and through the fitness center, Beauty Salon and/or any other assigned public areas. The Hotel will pay Massage Inc. all dues for massage services rendered for Hotel guest(s), employee, patron based on a bi-weekly billing as set up in paragraph 3(b) of this contract and based on prices mutually agreed upon by the Hotel, and Massage Inc. as per exhibit "A".

(a) Massage Inc. will have the right to increase massage prices yearly based on a mutually agreed percentage increase. Massage Inc. will have thirty(30) days written notice before the year end to communicate the price increases. The Hotel will have thirty(30) days to respond and agree on the price increase proposed by Massage Inc.

(b) The Coordinator shall submit directly to Accounting Dept. at the Hotel; a bi-weekly financial report; such report shall include, with and without limitation, records of massages services performed and tips due each therapist and/or Coordinator. An accounting of all services of Coordinator shall be kept by Manager and shall include without limitation, records of massages given and tips due each therapist and /or Coordinator.

(c) The Hotel shall pay the percentage sum of _____ % of the massage service charge to Coordinator. The payment is made within five(5) days of Hotel receiving Coordinator's bi-weekly massage service activity reports. The payment is directly deposited to the assigned Coordinator's business account.

(d) All cancellations made within one (1) hour of the scheduled appointment will be billed to the guest, employee or patron of the Hotel, at half (1/2) the rate. All cancellations made prior to one (1) hour before the scheduled session shall not be billed to the guest, employee or patron of the Hotel and no compensation will be due Coordinator.

4. COORDINATOR'S CONDUCT:

(a) Coordinator acknowledges, understands and agrees that the Hotel is a luxury hotel of the highest class, catering to the finest clientele, and therefore, Coordinator agrees at all times to conduct its operation, including dress code, in the manner to consistently conform with the image and quality of services of the Hotel, and to observe the highest standards of morality, cleanliness and professional skill to the satisfaction of the Hotel, failing which, the Hotel shall have cause to and may terminate this Agreement.

(b) Coordinator agrees it shall wear a uniform, the design, style and colors of which shall be subject to the review and prior approval of the Hotel.

(c) The Hotel reserves the right to review and approve all advertising and promotional material issued by Coordinator and/or therapists relating to its business at the Hotel.

(d) Coordinator expressly recognizes and acknowledges that this Agreement shall not confer upon Coordinator, or the therapists any right in, or the right to use the trademark name of the Hotel or the logo associated with Hotel's trademark, and any use of the Hotel's name shall only be done with the express written consent of the Hotel.

(e) The Hotel shall supply a room at the Hotel for use during the massage services, as well as a massage table, linens and towels utilized for such services. All other personal property to be used by Coordinator in the Hotel, including specifically the below listed items, shall be subject to the prior approval of the Hotel: therapeutic oils, lotions, accessories, supplies and sound system.

(g) Coordinator shall provide the Hotel with a current criminal background history from the local law enforcement authorities, and a minimum of three(3) professional references attesting to Coordinadors ability.

5. ASSIGNMENT: This Agreement is for personal services and therefore Therapist shall not assign this Agreement without first obtaining the prior written consent of Ritz-Carlton.

6. DAMAGES: Coordinator shall make good to the Hotel forthwith upon demand, any damage to any part of the Hotel, its fixtures or appurtenances, due to the act or neglect of Coordinator.

7. RULES AND REGULATIONS: The rules and regulations of the Hotel, as may be from time to time established by the Hotel, shall be in all respects, observed and performed by Coordinator, during the Term.

8. PERSONAL PROPERTY: All personal property of Coordinator in the Hotel shall be at the risk of Coordinator only and the Hotel shall not be liable to Coordinator for any damages or loss of said property.

9. INSURANCE:

(a) Coordinator, at Therapist's sole cost and expense and for the benefit of the Hotel, shall maintain comprehensive public liability and professional liability insurance covering Therapist's actions or omissions, on behalf of the Hotel, under an occurrence or claims made policy with limits, not less than \$1,000,000.00 per occurrence/\$2,000,000.00 annual aggregate or \$1,000,000. per claim/\$2,000,000. annual aggregate. Therapist agrees that is will procure endorsements under said policy(ies) wherein the insurance company will agree that the

Hotel will be given thirty(30) day's advance written notice of any cancellation or reduction of insurance under said policy(ies) will be forwarded to the Hotel

(b) Coordinator shall not bring nor keep in the Hotel anything that will cause or increase the fire or casualty insurance premium on the Hotel, nor shall Coordinator use the Hotel in any manner or for any purpose that will cause either an increase in insurance premiums, the cancellation of any insurance coverage, or the refusal of any insurance carrier to insure the Hotel against the specified hazards.

10. INDEMNITY: Coordinator, throughout the Term shall indemnify, defend and save harmless the Hotel, from and against any and all liability, cost or expense, arising from injury during the Term to persons and/or property occasioned wholly or in part by any act of Coordinator.

11. DEFAULT: In case of any failure by Coordinator to comply with any of the covenants, agreements, conditions or any of the terms of this Agreement, or the rules and regulations, this Agreement shall hence forthwith, become null and void.

12. CUMULATIVE RIGHTS: All rights and remedies of the Hotel under this Agreement shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

13. SUBORDINATION: This Agreement shall be subject and subordinate to any indebtedness and/or any mortgage now or hereafter covering the Hotel. Coordinator shall from time to time on request from Hotel execute and deliver any documents or instruments that may be required by the holder of a mortgage covering the Hotel to fully implement the intent of the above paragraph.

14. NOTICES: Any notice, demand, statement, tender or other communication which by any provision of this Agreement is required or allowed to be given by either party to the other shall be in writing and shall be deemed to have been sufficiently given for all purposes when made by personal delivery or sent in the United States mail as certified or registered mail, return receipt requested, postage prepaid and addressed to:

HOTEL NAME: _____

ADDRESS: _____

Attention: General Manager

and

COMPANY NAME: _____

Attention: General Manager

Massage Inc.

4421 121 Terrece North.
Royal Palm Beach, FL 33411

15. AGENCY: The _____ Hotel has entered into this Agreement pursuant to express authority given by the owner of the Hotel, _____ (the "Owner"), pursuant to that certain Operating Agreement dated _____, 1997 as amended from time to time. Coordinator hereby agrees that all debts and liabilities there under shall be the debts and liabilities of Owner only, and _____ Hotel shall not be liable for any such obligations; it being expressly agreed that neither Hotel, nor any of its directors, officers, employees, affiliates or agents shall ever be personally liable for any such debts or liabilities to Coordinator.

16. INDEPENDENT CONTRACTOR: The relationship of Coordinator and the Hotel shall be that of independent contractor, and for no purposes shall Coordinator be deemed an employee of the Hotel. Any and all payroll taxes, social security benefits, insurance requirements, or employment benefits of any kind whatsoever of Coordinator shall be borne exclusively by Coordinator and not the Hotel.

IN WITNESS WHEREOF, the parties have hereunto set their hands & seals the day & year first herein written.

HOTEL NAME: _____

By: _____

Name: _____

Title: General Manager

Licensed Massage Therapy Service:

Name: _____ Massage Inc. _____ (L.S.)

Address:

_____ 4421 121 Terrece North _____

_____ Royal Palm Beach, FL 33411 _____

By: _____

Name: Alfredo Ruiz

Title: General Manager