Massage Therapy Employment Agreement

This agreement, dated _____, is by and between _____ ("Employer"), with
principal offices located at_____ and _____ ("Employee"):

Services, Equipment, and Supplies to Be Provided by Employee
Employee agrees to provide massage therapy services within the scope of licensure. Employee is responsible for maintaining appropriate certification and licensure (including all costs thereof unless otherwise agreed). Employee agrees to dress in a style consistent with the Employer's image, including uniforms. Employee shall maintain client records in the manner prescribed by employer, and these records remain the property of the Employer.

When Employee isn't engaged in treatments, Employee shall assist with other office duties as directed, including but not limited to:

a. Assisting other practitioners with clients.
b. Performing clerical duties.
c. Cleaning and organizing the clinic.

Services, Equipment, and Supplies to Be Provided by Employer
Employer shall provide the following: a safe, clean environment; a room furnished with a hydraulic table, chair, stool, settee, hydrotherapy equipment and storage area; receptionist services; appointment scheduling; insurance billing; marketing; and all necessary supplies and materials used in the performance of services (e.g., oils, lotions, linens and music).

Other Provisions

a. Employee has the right to perform services for others during the term of this Agreement, however such services are not to be performed on Employer's premises.
b. Employee shall not solicit or provide services to Employer's clients for private practice while employed or for six months after termination of employment, except as noted in "c."
c. Upon termination of employment Employer and Employee shall discuss which clients, under what conditions, and with what compensation Employee may obtain client records and maintain continuity of service.
d. All Employee's marketing materials which include any information about Employer must be approved in advance.

Fees, Terms of Payment, and Fringe Benefits
Employee shall be compensated at the base rate of $____ per hour, with an additional $____ per half-hour massage and $_____ per hour-massage, not to exceed 30 hours per week. Employee shall be paid bimonthly. Employee shall receive payment on all services performed regardless of the collection time. Employee may participate in any of the following: health insurance, vacation time and employee pension plan (see policy manual for details and eligibilty requirements).

Local, State, and Federal Taxes
Employer is responsible for paying all required local, state and federal withholding, social security and Medicare taxes.

Workers' Compensation and Unemployment Insurance
Employer will provide Workers' Compensation and Unemployment Insurance.

Insurance
During the term of this agreement, Employee shall maintain a malpractice insurance policy of at least $2,000,000 aggregate annual and $1,000,000 per incidence. Employer shall maintain insurance coverage for liability, fire and theft.

Term of Agreement
Either party may terminate this agreement, given reasonable cause, as provided below, or by giving 30 days written notice to the other party of the intention to terminate this Agreement:

a. Material violation of the provisions of this Agreement.
b. Any action by either party exposing the other to liability for property damage or personal injury.
c. Violation of ethical standards as defined by local, state and/or national associations and governing bodies.
d. Loss of licensure for services provided.
e. Employee fails to maintain the standard of service deemed appropriate by Employer.
f. Employee engages in any pattern or course of conduct on a continuing basis which adversely affects Employee's or Employer's ability to perform services.

This document constitutes the entire agreement between Employee and Employer and supersedes any and all prior written or verbal agreements. Amendments to this agreement must be in writing and signed by both parties. Should any part of this agreement be deemed unenforceable, the remainder of the agreement continues in effect. This agreement is governed by the laws of _____. All unresolved disputes shall be settled by arbitration or mediation.

Signatures

Employee: _____ Date: _____

Employer: _____ Date: _____

Witness: _____ Date: _____