



**EXTERNAL TRAINER AGREEMENT**

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

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

(the “External Trainer”)

- and -

**2566588 Ontario Ltd. operating as “Fortis Fitness West”**  
(2566588 Ontario Ltd. operating as “Fortis Fitness West” or “the Companies”)

This Agreement will confirm the agreement between 2566588 Ontario Ltd. operating as “Fortis Fitness West” and the External Trainer (collectively the “Parties”) in regard to utilizing the facilities located at 2566588 Ontario Ltd. operating as “Fortis Fitness West”, 3040 Universal Drive Unit A, Mississauga ON L4X 2C8

1. The term of this Agreement shall commence on the above noted date and end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is subject to earlier termination as set out in Sections 15 and 16 herein.
2. External Trainer will pay 2566588 Ontario Ltd. operating as “Fortis Fitness West” for the use of facilities at the rate as outlined on our External Trainers - Fees Schedule, attached to this agreement.
3. A “60 minute session” is calculated as any session from 1 minute to 60 minutes
4. External Trainer agrees to pay 2566588 Ontario Ltd. operating as “Fortis Fitness West” for a basic, month to month membership.
5. External Trainer is required to have any and all of his/her clients sign a standard Visitor’s Waiver (attached at the end of this agreement) form and to submit the completed and executed form to Fortis Fitness Inc. management, prior to training any client(s) at 2566588 Ontario Ltd. operating as “Fortis Fitness West”
6. External Trainer is required to have full and complete liability insurance at a minimum of \$2 million and to provide proof/copies of this liability insurance to 2566588 Ontario Ltd. operating as “Fortis Fitness West” upon request. By signing this agreement, External Trainer warrants and confirms that they hold the aforementioned insurance.
7. External Trainer is required to clearly communicate to their client(s) using the 2566588 Ontario Ltd. operating as “Fortis Fitness West” facilities that any claims of liability whatsoever are the sole responsibility of the External Trainer and are in no way whatsoever those of 2566588 Ontario Ltd. operating as “Fortis Fitness West” and/or any of its owners, directors, officers, shareholders, employees, agents, contractors, successors, or assigns (collectively the “Companies”)

**Initials**

8. External Trainer is required to have industry recognized personal training certifications and qualifications and to provide proof/copies of these certifications to 2566588 Ontario Ltd. operating as “Fortis Fitness West” upon request. By signing this agreement, External Trainer warrants and confirms that they hold the aforementioned certifications and qualifications.
9. 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 2566588 Ontario Ltd. operating as “Fortis Fitness West” facilities.
10. 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 2566588 Ontario Ltd. operating as “Fortis Fitness West” facilities.
11. External Trainer will provide a detailed schedule of the number of clients trained, along with the days and hours of their respective hourly training sessions and the appropriate payment to 2566588 Ontario Ltd. operating as “Fortis Fitness West” for all sessions completed in the previous calendar month, within the first week of each new month.
  - a. The External Trainer has 7 days (until the 7<sup>th</sup> day of the month) to pay 2566588 Ontario Ltd. operating as “Fortis Fitness West” the money owed according to the correct and accurate training schedule provided by the External trainer.
  - b. Any accounts past due will be charged an interest of 5% per day.
  - c. External Trainer with accounts not paid in 10 days (by the 11<sup>th</sup> of the month) will have access to the facility suspended until the account is cleared.
12. External Trainer will collect all training session funds directly from their client in advance to ensure that they have sufficient funds to pay for the use of 2566588 Ontario Ltd. operating as “Fortis Fitness West” facilities.
13. External Trainer agrees not to solicit any 2566588 Ontario Ltd. operating as “Fortis Fitness West” members.
  - a. In the event that a 2566588 Ontario Ltd. operating as “Fortis Fitness West” member demands to train with External Trainer, External Trainer will abide by the Internal training policies and commission structure but not without prior notification to 2566588 Ontario Ltd. operating as “Fortis Fitness West” management and consent from 2566588 Ontario Ltd. operating as “Fortis Fitness West”

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14. 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, back to their correct and respective places of storage.
  - b. External Trainer agrees to educate clients on wiping down equipment after use.
  - c. External Trainer agrees to ensure equipment is wiped down with disinfectant wipes after use by themselves or his/her client.
  - d. External Trainer agrees not to have personal belongings or bags on the gym floor.
  - e. External Trainer agrees to keep staff areas clean and tidy of personal belongings.
  - f. External Trainer agrees to avoid talking on their cell phone on the gym floor.
  - g. External Trainer is required to obtain, read and comply with the 2566588 Ontario Ltd. operating as "Fortis Fitness West" rules and regulations contained in the 2566588 Ontario Ltd. operating as "Fortis Fitness West" Membership Agreement and available from 2566588 Ontario Ltd. operating as "Fortis Fitness West" upon request, as well as the External Training – General Conduct and Protocol attached to this agreement.
  
15. This Agreement may be terminated as follows:
  - a. By 2566588 Ontario Ltd. operating as "Fortis Fitness West" Inc. where:
    - i. External Trainer is consistently late in paying 2566588 Ontario Ltd. operating as "Fortis Fitness West". Two consecutive months of late payments will result in the immediate termination of this agreement.
    - ii. External Trainer intentionally avoids accurate reporting of sessions at the club.
    - iii. External Trainer or their client fails to comply with standard 2566588 Ontario Ltd. operating as "Fortis Fitness West" rules and regulations.
    - iv. External Trainer solicits 2566588 Ontario Ltd. operating as "Fortis Fitness West" members.
    - v. In the reasonable opinion of 2566588 Ontario Ltd. operating as "Fortis Fitness West", 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.
  
16. Upon termination of this Agreement, the External Trainer shall cease to provide any further Services on the premises. 2566588 Ontario Ltd. operating as "Fortis Fitness West" shall be under no obligation to the External Trainer.
  
17. This Agreement and its attachments contains the entire agreement between the Parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.
  
18. This Agreement can only be amended or changed from time to time as required by 2566588 Ontario Ltd. operating as "Fortis Fitness West" Any such changes will be communicated to the External Trainer, and agreed to, otherwise any and all existing agreements will be 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

**2566588 Ontario Ltd. operating as "Fortis Fitness West"**

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

Per: \_\_\_\_\_  
Authorized Signature

# External Trainers – Fees Schedule

Please note - these fees include HST:

<u>\$ fee/session</u>	<u># of sessions</u>
\$18.00	< 19
\$17.00	20 - 29
\$16.00	30 - 39
\$15.00	40 - 49
\$14.00	> 50
\$850.00	Monthly cap rate

For your records, our HST (business #) is: 72425 4495 RT0001

Please let us know if you have any questions.

Thank you!

## **External Training – General Conduct and Protocol**

Fortis has attracted some of the finest, most reputable trainers and coaches in our industry. Maintaining and improving the training environment is vital to the continued success of the trainers who use this gym. Please help us to improve and maintain this environment by following the following general rules of conduct:

1. **PUT GYM EQUIPMENT AWAY WHERE IT BELONGS** - Please respect our members and other trainers who absolutely require an organized gym and need prompt access to the equipment.
2. **TRAIN ONLY WITHIN YOUR SCOPE OF YOUR PRACTICE** – please respect other training methodologies disciplines and equipment. Do not train clients in areas with which you do not have adequate training, certifications, and/or competitive experience. Please ask and we will refer you to other trainers and excellent reference information from which to learn.
3. **DO NOT EAT, TALK ON THE PHONE, OR LEAVE CLIENTS UNATTENDED** - There should never be food on the gym floor. This is unprofessional and represents a diversion for clients, members and other trainers. Professional training requires generally undivided attention on clients.
4. **PROFESSIONAL TRAINER-CLIENT CONTACT** –All contact with clients, male or female must remain completely professional at all times.
5. **TRAIN CLIENTS SAFELY** – Training practices must be conducted with the primary goal of keeping clients safe and healthy at all times. No client should be put in a position of physical jeopardy by attempting 1RM's with improper form, overtraining, excessive resistance, or exercises or regimens that are beyond a client's experience level, etc.
6. **GYM AND INTERNET VIDEOS AND RELATED POSTINGS** – If you make videos at the gym or anywhere else and tag Fortis Fitness, ensure that the videos essentially represent what are generally accepted to be correct training techniques and protocols.
7. **MEET YOUR CLIENTS AT THE DOOR PROMPTLY TO LET THEM INTO THE GYM** – Please meet your non-member clients at the door. Members are highly prohibited from letting anyone into the gym. Your clients can also call gym staff to let them into the gym.
8. **RESPECT OTHER TRAINERS' CLIENTS** – Please do not proactively attempt to coach or train the clients of other trainers. This is disrespectful and promotes conflict between trainers and confusion among clients.
9. **KEEP YOUR PERSONAL BELONGINGS TO A MINIMUM ON THE GYM FLOOR** – The gym has limited non-training room. Please keep the space for your jackets, bags, supplements, food, and training equipment limited to a minimum so others can also use common areas. Please dispose of any garbage before you leave.
10. **YOU ARE RESPONSIBLE FOR YOUR CLIENTS** – Please ensure your non-member clients are generally following the gym member rules and regulations.
11. **TRAINING FEES MUST BE PAID WITHIN THE FIRST WEEK OF THE FOLLOWING MONTH** – A schedule of training dates and times trained in the previous month must all also be provided.
12. **IT IS REQUIRED THAT YOU UNDERSTAND AND APPLY THE GENERALLY ACCEPTED ESSENTIALS OF CORRECT TRAINING** – All trainers should know how to properly train the basic compound movements, correct posture, ranges of motion, and breathing, use a proven assessment/screening program, correct movement pattern and mobility issues and apply responsible and proven programming. All of these things must be done safely and with respect to the client's goals.

The gym is constantly monitored by cameras, members and other trainers. Please act accordingly and keep the gym a place in which you wish to train your clients.



## WAIVER & RELEASE OF LIABILITY

I \_\_\_\_\_ (Name, printed), wish to attend the Fortis Fitness Club location at **3040 Universal Drive, Unit A, Mississauga, Ontario, L4X 2C8**, as a guest and engage in personal fitness training using facilities, equipment and services at such location (“**Facilities**”). In consideration of my use of the equipment and facilities and participation in any such activities or services provided by a Fortis Fitness gym and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, on behalf of myself and my successors, heirs, assigns and anyone else who may make any claim for or on my behalf, hereby irrevocably and unconditionally agree with and represent to 2566588 Ontario Ltd. as follows:

I understand that physical fitness training and exercise are inherently hazardous activities and that there are potential risks, including health risks and risks of bodily injury and death, connected with any fitness and physical activity. By signing below I knowingly and voluntarily assume all risks of liability, loss (including loss of or destruction of property), illness, death, injury and other damage of any kind whatsoever caused, directly or indirectly, arising out of, resulting from or in any way associated with any use and/or misuse of the Facilities.

I hereby certify that I am fit to participate in all such activities and that such determination has been made by a qualified medical professional.

I acknowledge that my use of equipment and facilities and participation in any activities or services provided by a Fortis Fitness gym is voluntary and not mandatory.

I hereby expressly, irrevocably and unconditionally release, waive, discharge and agree to indemnify and hold harmless 2566588 Ontario Ltd. and its owners, franchisors, trainers, coaches, managers, directors, employees, agents, officers, affiliates, and successors and assigns as well as the owners, staff, and operators of any facilities or services used by 2566588 Ontario Ltd. from any liability resulting from claims, demands or causes of action that I, or any of my successors or assigns, may have for any damages (monetary or otherwise) arising from injury, disability, or death, including any claim based in negligence or breach of contract, as a result of my participation in any service or activity provided by 2566588 Ontario Ltd., its affiliates or franchisors, or resulting from the presence at or use of the Facilities, including without limitation, any equipment made available by 2566588 Ontario Ltd., its affiliates or franchisors.

I agree to abide by the Fortis Fitness Club Rules And Regulations.

I have reached the age of majority in my jurisdiction of residence, or,, I am above the age of 14, and my parent/legal guardian has signed this waiver and release on my behalf. I have read and fully understand the above waiver and release of liability and agree to abide by its terms and conditions.

Applicant signature \_\_\_\_\_ Print name \_\_\_\_\_