

AGREEMENT

FOR INDEPENDENT CONTRACTING OFFICE SPACE at

Healing Path Holistic Medicine Clinic, LLC

3880 SE Harrison Street, Suite B, Milwaukie, OR 97222

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, to be effective the day of execution by Contractor (the "Effective Date") by and between Healing Path Holistic Medicine Clinic, LLC ("HPHMC"), whose address is 3880 SE Harrison Street, Milwaukie, OR 97222 and, an individual ("Contractor"), whose home address is _____

Having NTA certification number _____

WHEREAS, HPHMC offers Complementary and Alternative Medical services and products to the general public; and

WHEREAS, HPHMC desires to contract for services of the type that Contractor provides; and

WHEREAS, Contractor has been issued a certification by the NTA and desires, in accordance with the terms and conditions of this Agreement, to become affiliated with HPHMC by working as an independent contractor associate for HPHMC and to use the services, facilities, programs and opportunities offered by HPHMC.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions contained in this Agreement, the sufficiency of which consideration is hereby acknowledged, the parties hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES. HPHMC hereby engages Contractor as an independent contractor to perform the duties and responsibilities set forth in this Agreement. The Contractor will have all the rights and privileges incidental and necessary to the services contemplated under this Agreement. The specific duties and responsibilities Contractor shall provide on behalf of HPHMC pursuant to the Agreement shall be as provided in Exhibit A to this Agreement.

2. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. Contractor hereby represents that he or she is an independent contractor, as that term is defined under Oregon law, and that the relationship between Contractor and HPHMC created by this Agreement is an independent contractor relationship.

B. Contractor shall be free to devote such portion of Contractor's entire time, energy, effort and skill as Contractor sees fit and to establish Contractor's own endeavors. Contractor shall not be required to keep definite office hours, or adhere to production quotas. Contractor shall not have mandatory duties except those imposed by law or regulation and those specifically set out in this Agreement. Notwithstanding, the amount of time, energy, effort and skill so expended by Contractor shall not alter, or in any way reduce, the fees, dues, expenses and other financial obligations to be paid to HPHMC pursuant to the terms of this Agreement.

C. Contractor shall have full authority to control and direct the performance of the details of the services provided by Contractor to HPHMC. HPHMC is concerned only with the results achieved. All work of Contractor shall, however, meet the approval of HPHMC and shall be subject to HPHMC's general right of inspection to secure satisfactory performance of the services under this Agreement.

D. Nothing contained in this Agreement shall be regarded as creating any relationship (including, without limitation, employer/employee, joint venture, partnership, shareholder) between HPHMC and Contractor, other than the independent contractor relationship as set forth in this Agreement.

E. Contractor agrees to indicate in all dealings with patients and customers (hereinafter, collectively known as "clients"), suppliers, public officials and others that Contractor is affiliated as an independent contractor with HPHMC. Contractor agrees, where appropriate or required by Office Policies (as defined below), to include in all advertising placed by Contractor such statements as may be necessary to clarify the nature of the independent contractor relationship.

F. Contractor agrees that he or she is not a partner, joint venture, employee, legal representative or agent of HPHMC and that he or she does not, by this Agreement or otherwise, have the right or authority to make any representations or to incur any liability or any obligation of any kind against, in the name of, or on behalf of HPHMC, whether directly or indirectly.

3. COMPENSATION FOR CONTRACTOR'S SERVICES Only those amounts that are actually received in the office and that can be directly attributable to Contractor shall be pertinent to determine Compensation due and owing under this Agreement, and only to the extent otherwise agreed to herein:

One Hundred percent (100%) of all payments received by HPHMC as a result of services billed based on the efforts of Contractor, minus 5% of transaction fees if visa machine was used if any; and

Twenty five percent (25%) of all payments received by HPHMC as a result of products sold based on the efforts of Contractor, if any; and

Sixty percent (60%) of the markup portion of all payments received by HPHMC as a result of laboratory tests sold based on the efforts of Contractor in the preceding month, if any.

4. WORK SPACE AND SUPPORT SERVICES. HPHMC agrees that in consideration of Contractor's professional service in support of HPHMC's health care business, and the fees, expenses and other amounts to be paid by Contractor under this Agreement, HPHMC shall make available to Contractor, for Contractor's non-exclusive use, administrative support and day-to-day management services, an office and/or desk space, internet access, copy machine, facsimile machine, and a land line telephone for local & long distance calls.

5. NO FRINGE BENEFITS. Contractor understands that because he or she is not an employee, HPHMC will not provide Contractor with any coverage or participation in the Company's health insurance or other fringe benefits provided to HPHMC employees.

6. PERSONAL EXPENSES. Contractor shall be responsible for all of Contractor's personal expenses, including but not limited to business cards and marketing, automobile, travel, workers' compensation,

disability and other insurance, entertainment, food, lodging, certification fees and all other fees, dues and taxes. Contractor shall pay all fees for training related to certification as required by the NTA, including certification fee and fees for continuing education. Contractor shall immediately inform HPHMC if Contractor's certification has been revoked or if circumstances occur that would prohibit Contractor from practicing in his or her occupation. Contractor shall comply with all applicable provisions of local, state, and federal laws and regulations relating to the certification and regulation of nutritional therapy.

7. **INSURANCE REQUIREMENTS.** Contractor shall, at Contractor's expense, participate in any company group insurance policy or policies made available to Contractor by HPHMC. Where coverage of the type or in the amounts described below is not made available by HPHMC, Contractor shall acquire and maintain, at Contractor's expense, such coverage as follows: as per the terms and amounts by <http://www.wellnessproinsurance.com> (you may choose another if the terms are the same or better). Such insurance shall be structured to protect Contractor against any liability that may arise in connection with the operation of Contractor's business as a health care practitioner. Contractor shall ensure that all policies of insurance to be acquired and maintained by Contractor contain a separate endorsement naming HPHMC, as additional insured. Such policies shall not be subject to cancellation or non-renewal except on at least 10 days' prior written notice to HPHMC. Contractor shall cause certificates of insurance, showing compliance with the requirements of this Subparagraph, to be deposited with HPHMC on or before the effective date of this Agreement and any Renewal of this Agreement. If requested by HPHMC, Contractor shall provide HPHMC a full and complete copy of any insurance policy required by this Subparagraph. If Contractor fails to obtain the required insurance coverage, Contractor authorizes HPHMC to obtain such insurance coverage and to charge Contractor for the cost of such insurance. Nothing in this paragraph shall be construed to require HPHMC to provide or make available to Contractor any type or amount of insurance.

8. **NON-ENTITLEMENT TO WORKER'S COMPENSATION COVERAGE.** Contractor acknowledges that he or she is not a subject worker pursuant to the Oregon workers compensation provisions of the Oregon Revised Statutes and that, therefore he or she is not entitled to coverage under HPHMC's worker's compensation policy and Contractor hereby waives claim to all rights of action in common law or under any statute or other law to recover from HPHMC damages for any injuries sustained in the course of Contractor's independent contractor relationship. Contractor shall acquire on Contractor's own behalf as a self-employed person such worker's compensation and disability insurance as Contractor deems appropriate and consistent with Contractor's status as an independent contractor and with the mutual intent of HPHMC and Contractor not to create an employer/employee relationship. Contractor hereby agrees not to claim or assert, or to support any third party assertion of, the existence of an employer/employee relationship between HPHMC and Contractor.

9. **MARKETING MATERIALS.** Contractor will be solely responsible for the cost of marketing materials. HPHMC will add contractor to HPHMC's website, following a format used for all contractors. Contractor cannot use HPHMC's logo for business cards and other marketing material.

10. FRONT DESK HELP. Contractor is entitled to full office support from front desk help provided by HPHMC. Full office support includes: scheduling appointments for patients & keeping an online calendar; calling patients regarding missed appointments; collecting money from patients; answering phone calls, and general office support (as in keeping office organized and supplied).

11. TREATMENT FOR FEDERAL TAX PURPOSES.. Contractor acknowledges that Contractor will not be treated by HPHMC as an employee with respect to the services performed hereunder by Contractor for local, state or federal tax purposes and, specifically, that HPHMC will not be contributing to FICA in regards to Contractor or paying taxes on behalf of, or withholding federal, state, county or local taxes with respect to, Contractor. Instead, Contractor will be treated in all respects as a "Statutory Non-Employee" for federal tax purposes and as an independent contractor for state, county and local taxes. Contractor also acknowledges and agrees that, as an independent contractor acting for HPHMC, Contractor is responsible for the payment of all of Contractor's own federal income taxes and Contractor's own self employment taxes (FICA) together with any and all corresponding state, county and local taxes, if any, and Contractor hereby agrees to satisfy in full all such responsibilities and to do so in a timely manner. Contractor hereby waives any claims Contractor has or may have against HPHMC now or in the future respecting such taxes and the right of HPHMC not to withhold, not to pay and not to contribute to such taxes on behalf of Contractor. Contractor agrees not to engage in any compensation arrangement in connection with any rendering of health care services or selling of health care products that would be contrary to the above acknowledgements and agreements without the prior approval and written consent of HPHMC.

12. TERMINATION OF ABOVE AGREEMENT. Contractor shall abide by termination rules in general lease agreement. Contractor can inform their patients of their departure, but files (whether they are in paper form or e-files) stay with HPHMC. Contractor can copy files at their own expense at time of termination of contract. Contractor will not use any of the marketing materials, including logo.

General office lease agreement

SECTION 1: THE SHARED OFFICE SPACE

The Shared Office Space consists of:

- 1.1. **room number 1**, practice room designated from time to time by HPHM for designated date(s) and time(s), and
- 1.2. Access to common spaces, including kitchen reparation area, reception area and the restrooms during use of the practice room in accordance with the terms and conditions of this Agreement.

SECTION 2: DURATION

- 2.1. This Agreement shall be in effect for a term commencing on the above effective date and continuing for the following duration of 12 Months annual membership fee \$30.00
- 2.2. DAY SELECTION. For the duration of this Agreement, Contractor shall have access to the shared office space for either 1 hour, 2 hour or 4 hour sessions as needed for the following prices:

1 hour \$ 17.00

2 hours \$30.00

4 hours \$50.00

SECTION 3: PAYMENT

- 3.1. Whenever Contractor need to reserve room 1, contractor shall pay to HPHM with the reservation of the facility, either by check, visa or cash.

Rent covers payment for the use of the shared office space, use of Biotics

test kit, plus Contractor's consumption of the following utilities: gas, electricity, water/sewage, and trash.

- 3.2. DEPOSIT FEE. If a key to the clinic is given, Contractor agrees to pay to HPHM the sum of \$150.00 as a cleaning, damage and payment deposit for the shared space. This fee is 100% refundable after a year of the starting of this Agreement, or whenever the contractor is not renewing their annual membership, when HPHM determines that Contractor: (1) has made all payments required by this Agreement, (2) has not caused HPHM to incur any cleaning expenses outside the normal course of HPHM's business operations and (3) has not caused damage to the premises, surroundings, or any furniture, fixtures, or equipment therein.
- 3.3. HPHM reserves the right to approve of the use of any electrical appliances by Contractor, such as, but not limited to, space heaters, hydro collators, computers, etc., and the right to charge and invoice Contractor for additional payment to cover increased use of electricity for said additional appliances/equipment.
- 3.4. Any payment not paid with three (3) days of the due date shall accrue interest at the rate of 1.5% per month compounded, and a administrative processing late fee of \$ 25.00 shall be payable when payment not received with three (3) days of the due date.
- 3.5. Contractor shall be charged an additional \$50.00 for each check that is returned for lack of sufficient funds.
- 3.6. All payments shall be made to HPHM at such place as HPHM may from time to time direct by written notice to Contractor. Until further notice is given, all payments shall be made to: **HEALING PATH HOLISTIC MEDICINE CLINIC, LLC**, and delivered to 3880 SE Harrison Street, Suite B, Milwaukie, OR 97222, or to the internal office mailbox for the same.

SECTION 4: USE OF SHARED OFFICE SPACE

- 4.1. SHARED SPACE. Contractor may use the shared office space for the practice of Nutritional Therapy, and for no other reason. Use of said space is shared and not exclusive. Premises may be used for any other purpose only with the prior written consent of HPHM, which may be unilaterally revoked at any time and for any reason.

- 4.2. HPHM APPLIANCES/EQUIPMENT and SUPPLIES.** During Contractor's use of shared office space and subject to the terms of this Agreement, Contractor may use HPHM's equipment located within the designated practice room, the reception furniture, and the restroom and laundry facilities. Contractor hereby releases HPHM from any and all liability arising from or in any way related to the use of said appliances/equipment and/or supplies by Contractor or Contractor's patients, agents, invitees, guests, and/or employee(s). Furthermore, Contractor agrees to indemnify HPHM and Third Parties and hold HPHM and Third Parties harmless for any and all liability, damages, costs, and attorney fees incurred in relation to and/or resulting from the use of said appliances/equipment and/or supplies.
- 4.3. CONTRACTOR APPLIANCES/EQUIPMENT and SUPPLIES.** Subject to the terms and conditions of this Agreement and HPHM's written and unilaterally revocable approval, Contractor may bring to the premises and use approved appliances/equipment and/or supplies at Contractor's own risk. HPHM is in no way responsible for the theft of or damage to Contractor's appliances/equipment and/or supplies and Contractor hereby releases HPHM from any and all liability arising from the theft of and/or damage to said appliances/equipment and/or supplies. Furthermore, Contractor agrees to indemnify HPHM and Third Parties and hold HPHM and Third Parties harmless for any and all liability, damages, costs, and attorney fees incurred in relation to and/or resulting from the use of said appliances/equipment and/or supplies. HPHM reserves the right to designate the premise location of Contractor's appliances/equipment and/or supplies.
- 4.4. NUISANCES/OBJECTIONABLE EMISSIONS.** Contractor shall not permit any objectionable noise or odor to invade the premises or to be emitted from the premises or do anything or permit anything to be done upon or about the premises in any way tending to create a nuisance or circumstance reasonably objectionable to HPHM. . Any use of candles shall be in and upon fire proof containers and surfaces, and in such a manner as to not increase the fire hazard rating for the Premises. Contractor shall pay for any air filtration or purification system. Any conduct of use of rented premises which will result in increase in insurance premium shall be invoiced to and paid by Contractor.
- 4.5. SALES.** Contractor shall not sell or permit to be sold any product, substance or service upon or about the premises, excepting as the Contractor may be legally able to sell and as may be herein expressly permitted.
- 4.6. LEGAL COMPLIANCE.** The Contractor shall comply at Contractor's expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of the premises. These include, without

limitation, all laws, regulations and ordinances pertaining to air and water quality, Hazardous Materials as herein defined, waste disposal, air emissions, and other environmental matters. As used herein, Hazardous Material means any hazardous or toxic substance, material, or waste, including but not limited to those substances, materials, and waste listed in the U.S. Department of Transportation Hazardous Materials Table or by the U.S. Environmental Protection Agency as Hazardous substances, materials, and waste that are or become regulated under any applicable local, state, or federal law.

- 4.7.** HAZARDOUS MATERIALS. Contractor shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the premises by Contractor, its agents, employees, contractors, or invitees without the prior written unilaterally revocable consent of HPHM. The cost of storage, removal, disposal, and rededication of clean-up of any such Hazardous Material will be the sole responsibility of Contractor, and neither HPHM nor Building Owner shall be responsible for any such costs. This shall include the proper storage, removal and disposal, at Contractor's expense, of all medical waste.
- 4.8.** NO ALTERATIONS. Contractor shall make no changes to the premises without prior written permission from HPHM.

SECTION 5: HPHM'S REPRESENTATIONS & WARRANTIES

- 5.1.** HPHM warrants the "Master Lease Agreement" is in good standing according to its terms as of the date of this agreement. Contractor shall comply with Master Lease Agreement.
- 5.2.** HPHM makes no other representations and expressly disclaims all other representations and warranties.

SECTION 6: CONTRACTOR'S REPRESENTATIONS & WARRANTIES

The Contractor makes the following representations and warranties:

- 6.1.** The Contractor will not assign, transfer, pledge, surrender or dispose of any rights under this Agreement, or any interest herein, or permit any other person or persons whomsoever to occupy the premises without HPHM's written consent, which may be unilaterally revoked at any time and for any reason.

- 6.2.** The Contractor will not use the outside walls of the premises for, or allow signs or devices of any kind to be attached to, or suspended from, the exterior of the premises. Nor shall Contractor be allowed to display in any window, any sign, advertisement or banner which would be visible from the exterior of the premises. Contractor shall make no postings on common doorways or on the walls in the common areas. Contractor shall be entitled to post fliers or professional materials directly relating to their practice on the community bulletin board in the common areas. Contractor shall also be entitled to place their business cards, brochures or other materials directly relating to their practice in designated space(s) in the common areas as agreed to by HPHM.
- 6.3.** Prior to commencing any business activity, Contractor shall acquire and maintain a current professional certification which allows them to practice their profession. Contractor shall provide a copy of said professional certification to HPHM.
- 6.4.** Contractor shall hold HPHM and Third Parties harmless and indemnify said persons for all damages, costs, attorney fees, and expenses, arising or in any way related to any lawsuit, arbitration, or action against Contractor or Third Parties for negligence, malpractice or any other deficiency, real or alleged, in the conduct of their professional practice and business. Contractor and HPHM have no other related business interests other than stated in this Agreement and there is no agency, employment, partnership, joint venture or other relationship intended by the Parties.
- 6.5.** Contractor is responsible for providing own interior name slat for the building directory, if requested by HPHM, according to building standard. If Contractor practices a modality which is not currently displayed in exterior signage, Contractor may provide a slat, according to building standard, and at Contractor's own cost, for addition to the roster of modalities practiced at the Premises. All signage must be approved by the HPHM, and purchased from HPHM's approved vendor(s).
- 6.6.** Contractor shall not use the name Healing Path Holistic Medicine Clinic, LLC without prior written consent of HPHM, which may be unilaterally revoked at any time and for any reason.
- 6.7.** Contractor is responsible for leaving any used space clean, which includes vacuuming, keeping counter spaces clean, and keep space odor free.

6.8. Contractor shall provide, in writing, to HPHM, any change in personal address, personal phone number, or professional phone number, within three days of making such a change.

SECTION 7: ADDITIONAL PROVISIONS

7.1. All improvements, alterations, permanent fixtures, or any work performed, become the property of HPHM and/or the Building Owner after termination of this Agreement.

7.2. Contractor will be responsible to make any repairs to damage to the premises and surroundings and/or any equipment, appliances, fixtures, furnishings, and/or supplies (not owned by Contractor) caused by Contractor, or by Contractor's employees, agents, guests, invitees, or patients/patients.

7.3. Contractor shall comply with all rules and regulations of the Premises, as they may be amended from time to time. Contractor acknowledges specifically, the following two rules for use of the Premises:

1. No smoking shall be allowed on the Premises (including parking lot, driveway, front porch, etc.) at any time by anyone.
2. Firearms or weapons of any kind are not permitted on the Premises at any time by anyone.
3. Illegal substances or conduct thereof shall be permitted on the Premises at any time by anyone.

7.4. Contractor shall not incur any expenses on behalf of HPHM or Building Owner.

SECTION 8: DEFAULT

The following shall be events of default:

8.1. Failure of Contractor to pay any monies when due within (15) days after it is due.

8.2. Failure of Contractor to comply with any term or condition or fulfill any obligation of this Agreement (other than the payment of rent or other charges), within ten (10) days after written notice by HPHM specifying the nature of the default with reasonable particularity.

8.3. The abandonment of the Premises by Contractor or the failure of Contractor for fifteen (15) days or more to utilize the Premises as agreed.

8.4. The conduct of illegal activities within the Premises or surroundings by Contractor.

SECTION 9: REMEDIES

9.1. Acceleration. In the event of termination or default of this Agreement, HPHM shall be entitled to recover immediately any rent owed for the duration of this agreement and/or promised under this Agreement without waiting until the due date thereof. In other words, the total unpaid amount of rent under this Agreement becomes immediately due and payable regardless of actual use.

9.2. Right to Sue. HPHM may sue to recover damages during the period corresponding to the remainder of the Agreement term. HPHM is entitled to recover from Contractor reasonable court costs and attorney fees.

9.3. HPHM's Right to Cure Defaults. If the Contractor fails to perform any obligation under this Lease Agreement, HPHM shall have the option to do so after thirty (30) days written notice to Contractor. All of HPHM's expenditures to correct the default shall be reimbursed by Contractor on demand with interest at the rate of eighteen (18%) per annum from the date of expenditure by HPHM.

SECTION 10: TERMINATION

10.1. Automatic Termination. This Lease Agreement shall terminate automatically upon the earliest of the following to occur:

1. Termination of the Master Lease Agreement;
2. Immediately upon written notice given from HPHM to Contractor of the good faith belief that Contractor has committed any of one of the following:
 - a. Fraud or dishonesty;
 - b. Use of illegal drugs, or public intoxication, on the premises;
 - c. Repeated violation of any rule or regulation set for use of the premises; or
 - d. Negligent, tortuous, unlawful, or other conduct subjecting Contractor or HPHM to potential liability.
3. Contractor conviction of any felony;

4. Contractor's material breach of any term, condition, representation, warranty or covenant of this Agreement.

10.2 Upon termination, Contractor shall pay all rental amounts; remove all possessions belonging to Contractor, and deliver keys to the Premises to HPHM.

SECTION 11: AMENDMENTS

Any modifications or amendments to this Agreement must be in writing and must be signed by the parties with the same formalities in which this Agreement was executed.

SECTION 12: ATTORNEY FEES & COSTS

In the event of suit, action or arbitration is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable as attorney fees, costs and all expenses of adjudication including but not limited to deposition costs, expert witness fees and other discovery cost incurred during the investigation arising hereunder, at hearing or trial or on appeal of such suit, action, or arbitration, in addition to all other sums provided by state or federal law, and by this Agreement.

SECTION 13: CAPTIONS

The headings and captions herein are inserted solely for the purpose of convenience of reference and are not intended to govern, limit or aid in the construction of any term or provision hereof.

SECTION 14: WAIVER

The waiver by any party of a breach of any provision of the Lease Agreement shall not operate or be construed as a waiver of any subsequent breach of any party.

SECTION 15: INTEGRATION

This Agreement and any written and duly executed addendums attached hereto represent the full, complete and final agreement between the parties and supersede and replace all prior agreements, representations, guaranties and warranties, whether implied, express verbal or written.

SECTION 16: LAW

Oregon law shall apply to the interpretation of this Agreement. The parties agree that any dispute arising hereunder shall be subject to the jurisdiction of the State of Oregon Circuit Court, with venue residing in Clackamas County.

SECTION 17: CONSTRUCTION

The parties agree that Contractor has been advised to obtain legal counsel prior to execution of this Agreement and that no ambiguities found herein shall be construed against HPHM.

SECTION 18: NOTICE

Any notice required or permitted to be given to Contractor under this Agreement shall be deemed to be received or given when hand delivered or, if sent by mail, three days after mailing if the notice was properly addressed to Contractor's last known address as in this Agreement or any change thereof and sent by certified mail, return receipt requested.

IT IS SO AGREED.

DATED, THIS DAY OF , 20_____

FOR HPHM:

Healing Path Holistic Medicine Clinic, LLC

3880 SE Harrison Street, Suite B, Milwaukie, OR 97222

By: _____

Print Name: _____

FOR CONTRACTOR:

Signature _____

Print Name: _____

Address: _____ _____
Telephone: _____
E-Mail: _____

PERSONAL GUARANTEES.

(For Contractor)

I, _____, do hereby personally guarantee the payment of all sums owed by Contractor per this Agreement and warrant that I shall be jointly and severally liable for such sums which shall be paid completely by me upon written demand of HPHM.

Signed, _____

Print Name: _____

Dated: _____

(For Contractor's Spouse or Other Guarantor)

I, _____, do hereby personally guarantee the payment of all sums owed by Contractor per this Agreement and warrant that I shall be jointly and severally liable for such sums which shall be paid completely by me upon written demand of HPHM.

Signed, _____

Print Name: _____

Dated: _____

* Applicable only if Contractor is a separate legal business entity (e.g., limited liability company/LLC, corporation, partnership, professional corporation/PC, etc.)