

Service Agreement

This Letter Agreement (Agreement), effective as of _____, is between The Body's Source (SOURCE), a sole proprietorship, whose principle address is 3100 Richmond, Suite 206, Houston, TX 77098, and ROSEN USA, Inc. (ROSEN USA), a Texas Corporation, whose principle address is 14120 Interdrive East Houston, TX 77032. The purpose of this Agreement is to outline the understanding between the parties relating to the furnishing of chair massages by SOURCE to the employees of ROSEN USA on a regular basis.

1. Description of Service

SOURCE agrees to furnish a registered masseuse once every other week, dates and times to be mutually agreed upon by a representative of SOURCE and ROSEN USA. SOURCE agrees to furnish all materials necessary for the massages to be administered to ROSEN USA employees. ROSEN USA agrees to furnish space at their 14120 Interdrive East Houston, TX 77032 address for the administering of chair massages to ROSEN USA employees.

2. Advertising

ROSEN USA agrees to assist in the advertising of the services to be provided by SOURCE by:

- a. Allowing flyers provided by SOURCE to be posted in employee common areas as deemed appropriate by ROSEN USA
- b. Sending an e-mail to all employees on premises on the days that SOURCE will be on premises, notifying the employees of the benefit that can be derived from a chair massage and the times that SOURCE will be on premises. SOURCE agrees to furnish the information to be contained in the advertisement e-mails.

3. Compensation and Commitment

In this Section 3., the parties will agree to either A or B below:

- A. _____SOURCE agrees to furnish chair massages to willing employees of ROSEN USA at a rate of _____ per _____. Payment for the services of SOURCE shall be arranged directly between each of the participating employees and SOURCE. ROSEN USA is not in any way responsible for the payment of services between each participating employee and SOURCE Each participating employee will sign up for the services of SOURCE individually and be financially responsible for his or her chair massage only.
- B. _____SOURCE agrees to appear at ROSEN USA 14120 Interdrive East Houston, TX 77032 address for the purpose of furnishing chair massages to willing employees of ROSEN USA. SOURCE will remain on the premises of ROSEN USA for _____ hours and will book massages for up to _____ employees per hour. For the _____ hours that SOURCE is on the premises of ROSEN USA, ROSEN USA agrees to pay SOURCE, regardless of the number of employees that utilize the services made available by SOURCE
_____ \$60 per hour for a one year commitment;
_____ \$75 per hour for a six month commitment; or
_____ \$85 per hour for a three month commitment.

4. Term

A. If paragraph 3.A. is chosen above, this agreement will be for a primary period beginning _____ and ending _____. Either party may terminate this Agreement at any time during the primary period by giving the other party fifteen (15) days notice, said notice to be given via (a.) registered mail, return receipt requested, or (b.) overnight courier to the addresses specified herein.

B. If paragraph 3.B. is chosen above, this agreement will be for a primary term as specified in paragraph 3.B. beginning _____ and ending _____, and continue month to month thereafter. Either party may terminate this Agreement after the primary period by giving the other party fifteen (15) days notice, said notice to be given via (a.) registered mail, return receipt requested, or (b.) overnight courier to the addresses specified herein.

5. Payment

If payment for the services provided by SOURCE under this Agreement are to be paid by ROSEN USA, SOURCE will send invoices for the services provided by SOURCE on the first of each month to the address provided in Section 6. below. Payment will be made by ROSEN USA to SOURCE within 30 days of the invoice date.

6. Notice, Invoicing and Payment Addresses

All notices, correspondence, invoices, and checks shall be sent to the following addresses:

If to The Body’s Source:

The Body's Source
Attn: Jeremy Runnels
3100 Richmond, Suite 206
Houston, TX 77098
713-594-0536

If to the ROSEN USA, Inc. :

Notices and correspondence:

ROSEN USA , Inc.
Attn:

Houston, TX
XXX-XXX-XXXX

Invoices:

ROSEN USA , Inc.
Attn:

Houston, TX
XXX-XXX-XXXX

7. Miscellaneous

A. It is understood and agreed that the relationship of the parties created under this Agreement is that of independent contractors, and no partnership, joint venture, agency or other relationship is intended or created hereby.

B. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

C. This agreement may not be assigned by either party without the express written consent of the other party, which consent may not be reasonably withheld.

The Body's Source

By: _____

Jeremy Runnels

Owner

ROSEN USA , Inc.

By: _____

Name:

Title: