This Massage Therapist Agreement (the “Agreement”) dated __________________ is by and between ____________________________ (“Massage Therapist”) and Villanova University (“Villanova”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Massage Therapist and Villanova, intending to be legally bound, hereby agree as follows:

1. Villanova hereby retains Massage Therapist to provide services (the “Services”) for the date and times listed on the Schedule of Services and Compensation attached hereeto as Exhibit A and incorporated herein. Massage Therapist acknowledges that he/she is an independent contractor and not an employee of Villanova. As such, Massage Therapist shall have no claim against Villanova for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment benefits or employee benefits of any kind.

2. Massage Therapist is responsible for all taxes on income received from this Agreement and Villanova will not withhold such taxes unless so required by law.

3. If this Agreement is cancelled by Massage Therapist for any reason other than an Act of God or other force majeure event, then the Massage Therapist agrees to reimburse Villanova for its bona fide out of pocket expenses immediately upon the presentation of a certified statement of such expenses to the Massage Therapist unless the Massage Therapist can reschedule the event at the earliest possible date, mutually agreeable to both parties, under the terms of this Agreement.

4. Massage Therapist shall, at his/ her sole cost, procure and maintain malpractice/ professional liability insurance with a limit of not less than $1,000,000 each claim covering Massage Therapists Services provided at Villanova University. A certificate of insurance evidencing liability coverage must be received by Villanova at least one week prior to the commencement of the Services. The certificate must indicate that it is the responsibility of the insurance carrier to provide Villanova with 30 days’ notice prior to cancelling or expiration of the insured’s policy.

5. If Massage Therapist will be driving on Villanova’s premises, Massage Therapist shall maintain an automobile liability policy of insurance in the amount of $1,000,000 each accident. If Massage Therapist does not carry a business automobile liability insurance policy, the declarations page(s) of the personal automobile insurance policy showing policy dates and limits covering the automobile(s) that will be on Villanova’s premises should be submitted.

6. Massage Therapist certifies he/ she is covered by a worker’s compensation insurance policy in statutory amounts and an employer’s liability policy with sublimits of $100,000/ $500,000/ $100,000. If Massage Therapist is a sole proprietor or otherwise not required by law to carry workers compensation/ employers liability, these requirements are waived. Massage Therapist certifies that in lieu of workers compensation/ employer’s liability, Massage Therapist has health insurance to cover Massage Therapist, and anyone Massage Therapist hires to provide services to Villanova on Massage Therapist’s behalf, to meet any and all needs for payment of medical costs for any injuries occurring or arising out of the Services or on Villanova’s premises. Massage Therapist acknowledges Villanova will not be responsible for any medical expenses incurred as a
result of or in conjunction with the Services or on Villanova's premises.

Please initial here if Massage Therapist is not required to carry workers compensation/employer's liability and attests to the above: ____

7. Massage Therapist understands that the Massage Therapist's failure to fulfill any of the provisions of this Agreement, without prior written consent of Villanova, will be considered a breach of contract and may result in the termination of this Agreement at any time without liability whatsoever to Villanova. Furthermore, if the Massage Therapist breaches this Agreement to which Villanova has entered into in good faith to the extent that damages are suffered by Villanova, then the Massage Therapist shall assume liability for all such damages incurred by Villanova.

8. Massage Therapist hereby agrees to indemnify, defend, and hold harmless Villanova, its agents, servants, trustees, students, and employees from and against any and all loss, damage, liability, or expense, including attorney's fees, including but not limited to all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or arising out of or claimed to be caused by or to have arisen out of the Services or Massage Therapist's noncompliance with this Agreement.

9. Massage Therapist acknowledges that Villanova will not be responsible for any physical damage occurring to property owned, leased or used by Massage Therapist.

10. Massage Therapist agrees and warrants that in the performance of this Agreement, Massage Therapist will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, sex, age, national origin or on the basis of being handicapped but otherwise qualified in any manner prohibited by the laws of the United States.

11. Massage Therapist shall not use Villanova's name, mark, trademark, or any variation thereof for any purpose without the prior written consent of Villanova's Office of University Communication and Marketing.

12. Villanova is an independent coeducational institution founded by the Augustinian Order of the Roman Catholic Church. As a religiously based institution of higher learning, Villanova University does not sponsor or support any endeavor that is contrary to the Catholic and educational character of the institution. By signing this document and entering into this contractual agreement, Massage Therapist acknowledges awareness of the institutional environment and agrees not to do or say anything that is derogatory to the Catholic faith, contains sexually explicit actions, gestures, or expletives and/or other obscenities or is otherwise indicated to be unacceptable or objectionable by Villanova University. Any material that is derogatory to the Catholic Church or that is hateful or demeaning in its content as directed towards people or aspects of various races, religions, ethnicities, genders, disabilities, ages, and sexual orientation will be considered unacceptable. Massage Therapist shall neither directly or indirectly portray or use an image of or otherwise make any reference to Villanova University or the Order of Saint Augustine, or any of its current or former trustees, officers, faculty, employees, students, members, or agents in a manner that is derogatory or disparaging or inconsistent with the mission of Villanova University or the Order of Saint Augustine.
13. Massage Therapist grants permission for the use of Massage Therapist’s image in any photographs, recording (including video and/ or sound) or other media containing Massage Therapist’s image (“Images”) made in connection with this Agreement. The Images may be used without restriction for the benefit of Villanova in any and all publications or media, in any form, including on any of Villanova’s web sites or social media sites, without further consideration, and Massage Therapist acknowledges Villanova’s right to so use the Images at its discretion.

14. Notwithstanding anything in this Agreement to the contrary, no cancellation penalty shall be owed by Villanova (and all previously paid amounts shall be refunded to Villanova) in the event Villanova terminates this Agreement due to public disclosures of acts of moral turpitude involving the Massage Therapist after the execution of this Agreement.

MASSAGE THERAPIST: 

VILLANOVA UNIVERSITY: 

Signature (Please sign in ink. Typed signatures are not acceptable.) 

Printed Name 

Date 

Signature 

Printed Name 

Date
Exhibit A
SCHEDULE OF SERVICES AND COMPENSATION

SERVICES
Description of Services: ________________________________________________________________

____________________________________________________________________________________

Services- Services shall be provided in a high quality, professional manner.

Event Name: _________________________________________________________________________

Event Date: __________________________________________________________________________

Event Location: _______________________________________________________________________

Start Time for Setup, if applicable: _________________________________________________________

Event Starting Time for Services: _________________________________________________________

Event Ending Time for Services: __________________________________________________________

Ending Time for Takedown, if applicable: ___________________________________________________

Name of Villanova Representative: ________________________________________________________

COMPENSATION

Base Compensation: ___________________________________________________________________

*Hourly Rate for Time in Excess of Base Time Period: _______________________________________
(minimum ¼ hour increments)

*Only applicable for excess time requested by Villanova.