### I. POLICIES AND PROCEDURES AGREEMENT

This Policies and Procedures Agreement (Agreement) will remain in full effect during the Term of this Agreement and for a period of forty-eight (48) months following the termination of this Agreement by either party for any reason. (IC) will be accountable and responsible for compliance with this Agreement.

#### II. SERVICES

Therapeutic Massage Service ("Services")

III. SERENITYNOW! IN-HOME MASSAGE & WELLNESS, LLC. CONTACT Contact: Christina Cantu, 713-213-0672-cell, chris@serenitynowmassage.biz

### IV. REQUIRED DOCUMENTATION

The following documentation must be submitted to no less than 10 days prior to the first Service Day. All documents submitted must be up-to-date and current and resubmitted prior to any document's expiration date(s).

Documents may be mailed to SerenityNOW! In-Home Massage & Wellness, LLC., P.O. Box 70013, Houston, Texas 77270 or emailed to chris@serenitynowmassage.biz

# Required Documents:

- 1. Independent Contractor Agreement (including Exhibits A & B)
- 2. Completed W9
- 3. Signed Policies and Procedures Agreement
- 4. Massage Therapist's Information Form
- 5. Current State of Texas Massage License
- 6. Current Professional Liability Insurance (2M minimum coverage). Certificate of Insurance must include indemnification of SerenityNOW! In-Home Massage & Wellness, LLC
- 7. Driver's License
- 8. Social Security Card
- 9. Massage Therapist Bio & Digital Photo for Therapist Profile & Client/Customer Evaluation (camera phone photos acceptable)

## V. SELF-PROMOTION

- 1. First and foremost promote SerenityNOW! In-Home Massage & Wellness, LLC's Services.
- 2. Will not display or pass out personal or business cards.
- 3. Refer all inquiries or questions about personnel, business or Services to Christina Cantu @ 713-213-0672

4. Will not engage in any self-promotion or solicitation of current or future Clients, Customers, or Affiliates during the Term of this Agreement and for a period of forty-eight (48) months following the termination of this Agreement by either party for any reason.

#### VI. NON-COMPETE and NON-SOLICITATION

- 1. During the Term of this (Agreement) and for a period of forty-eight (48) months following the termination of this Agreement by either party for any reason, (IC) agrees to refrain from and will not directly or indirectly:
- a. Solicit, contact, cause, induce, influence or accommodate (directly or indirectly) any (SerenityNOW!) Clients, Customers, Affiliates or potential (SerenityNOW! Clients, Customers, or Affiliates to terminate, delay, or restrict any proposal, engagement, contract, agreement, relationship, affiliation or potential affiliation with (SerenityNOW! In-Home Massage Therapy, LLC.
- b. Solicit, contact, cause, induce, influence or accommodate (directly or indirectly) any (SerenityNOW!) Clients, Customers, Affiliates in order to become (directly or indirectly) a Vendor, Supplier, Independent Contractor or Sub-Contractor, Client, Customer or Employee to consult, deliver, sub-contract, coordinate, or provide (Services) to or for (SerenityNOW!) Clients, Customers, or Affiliates
- c. Materially interfere with any relationship, proposal, engagement, contract, agreement, discussion, between (SerenityNOW!) and (SerenityNOW!) Clients, Customers or Affiliates for the purpose of but not limited to providing any Services which may compete with (SerenityNOW!) Services or any and all Services that are being offered by (SerenityNOW!) during the same period.
- d. Enter into any written or non-written agreement, contract, relationship, understanding or engage in any capacity or status such as but not limited to Vendor, Supplier, Independent Contractor, Sub-Contractor, Agent or Employee status with Clients, Customers, Affiliates or any other person or entity (SerenityNOW!) is then or may become affiliated with in any manner for the purpose of but not limited to providing Services which may compete with (SerenityNOW!) Services.

### VII. THERAPEUTIC MASSAGE SERVICES

### Professional Presentation

- 1. Prompt, professional, positive, approachable, inviting, cheerful
- 2. Customer focused Service delivery
- 3. Always stand next to massage table/chair in "ready" position when not delivering services
- 4. No sitting, leaning or slouching on massage apparatus
- 5. No excessive cell phone or texting use during massage sessions or when waiting to deliver Services. Phones must be placed on silent mode during services. Exception: Phones may be used to view clock time only to remain timely with session Service schedule and for check in/check out. Emergency use only. If massage space is shared with other massage therapists, step away from the Service area but remain within viewing range of Service delivery area should an emergency call need to be taken or made.
- 6. Restrict conversations with fellow (MT) and Service participants during participant massage session unless pertaining to the direct delivery of participant Services, needs or requests.
- 7. Avoid conversations or engagement concerning personal information.

## Attire and Appearance

- 1. Clean, pressed and professional.
- 2. (SerenityNOW!) polo shirts w/black slacks. If (SerenityNOW!) polo shirt is not provided, plain black scrubs.
- 3. Clean hands, trimmed nails and cuticles.
- 4. No excessive make-up.
- 5. No jeans, tight or revealing apparel.
- 6. No loose hanging jewelry.
- 7. No heels or open toed shoes.
- 8. Neat, clean hair styles with longer hair tied back.
- 9. Teeth brushed and fresh breath.
- 10. No visible tattoos or body piercings except ears and nose.
- 11. No scented lotions, perfumes or other scented products to be worn.

## Inappropriate Conduct

1. Inappropriate conduct will not be tolerated and is grounds for immediate termination.

#### Conduct such as but not limited to:

- a. Lewd and lascivious actions either spoken or demonstrated
- b. Sexual harassment implied or otherwise
- c. Hostile or aggressive behavior
- d. Conduct which interferes with the delivery of (SerenityNOW!) therapeutic massage services. SerenityNOW! In-Home Massage & Wellness, LLC Policy and Procedures Agreement

Inappropriate conduct by Clients, Customers or Affiliates' personnel will also not be tolerated and will result in the (MT) terminating the Service/session and may result in the termination of Clients, Customers or Affiliates' personnel's access to Services indefinitely. Contractor must immediately report such action to Christina Cantu (within 30 minutes of the incident) any inappropriate conduct either being observed towards another Contractor or directed personally at them by a Client, Customer or Affiliate's personnel during the course of providing Services. (IC) must complete an written statement describing the incident within 24 hours of it's occurance and email form back to Christina Cantu at <a href="mailto:chris@serenitynowmassage.biz">chris@serenitynowmassage.biz</a>

2. (SerenityNOW!) will take swift, immediate, and appropriate action to mitigate any inappropriate conduct either expressed by or directed towards a Contractor.

Massage Therapist Responsibilities, Services and Service Delivery

- 1. Massage Chair or Portable Massage Table. Massage sessions will be conducted in specific predetermined increments of time.
- 2. Massage Therapist (MT) Responsibilities:
- I. Provide massage apparatus (chair and/or table de pending on the project), sanitation supplies, soothing music, table warmer, table pad, clean cotton sheets, unscented or lightly scented lotion or oil, aromatherapy, and clipboard for (SerenityNOW!) provided Participant "Consent to Treat" forms.

- II. Set-up massage service station by 15 minutes prior to start of Services and break down as quickly as is reasonable at completion of Services.
- III. Keep Service tidy and free of tripping hazards. Store unneeded personal and massage totes, bags, supplies, away from Service area while maintaining any supplies needed for the immediate direct delivery of Services in a clean neat orderly manner, away from participant foot traffic areas.
- IV. Store waste in a plastic bag and disposing of waste in designated waste receptacles in or close to the Service area. If no receptacle is provided, remove waste with for disposal at end of event.
- V. Thoroughly sanitize (MT) hands and arms past the elbows or greater should the point of Service delivery contact require more (MT) arm exposure. Sanitize massage apparatus and apply new clean face shields for each participant. Take special care to thoroughly sanitize areas participants will contact.
- VI. Prior to using any aromatherapy, oils, or scented lotions, etc, ensure that the client has no allergies.
- VII. Provide low volume relaxing music.
- VIII. Do not use any electrical or batter powered massage equipment or apparatuses.
- IX. Create a calm and relaxing environment.
- X. Bring plenty of personal replenishing fluids in closed containers and place safely away from direct Service area to avoid tripping hazards.
- XI. Adhere to (MT) breaks and break schedule (if applicable) determined by (SerenityNOW!). If an unscheduled emergency short break is needed, prior to leaving the Service area, quietly inform fellow (MT), (MT) team lead, and/or Client Liaison (if applicable) and perform short emergency break as expeditiously as possible. Only one (MT) may leave Service area at a time.
- 3. (MT) Arrival to Service Delivery:
- I. Upon arrival, check in with Team Lead (if applicable) or Client liaison (if applicable), as well as sending a quick text to 713-213-0672 to notify of your arrival. Contact information will be provided.
- II. Must be present, in place, set-up, and ready to deliver services in the service room/location no later than 15 minutes before the event start. (Example, if the event is from 1-5pm, (MT) must be set-up in the room by 12:45.) Allow ample time for parking; building security access, clearance, escort when applicable; and foot travel to service location.
- III. Must be ready and waiting to perform Services in Service area no later than the start of the scheduled Service time. Participants will not and should not be kept waiting.
- IV. When setting up massage equipment for Services, remain quiet and respectful of others in Service area. Do not disturb any work that may be ongoing in the accompanying areas.
- 4. (MT) Wrap-Up/Leaving Completed Event
- I. After completion of last participant session, (MT) will quietly and quickly pack up belongings.
- II. Service area must be left orderly and clean.
- III. Before leaving the Service area, check in with

Team Lead (if applicable) or Client Liaison (if applicable) and text Christina Cantu @ 713-213-0672 with # (MT)'s participant sessions and any feedback received from participants about Services.

- IV. (MT) will not loiter in Service area or Client place of business.
- 5. Service Delivery
- I. Massage Therapist:
- a. Prior to Participant Service Session:
- I. Sanitize massage equipment, apparatus, personal Service delivery areas (arms, hands), and replaced soiled face shields with new shield.
- II. Greet participant by their first name (if known) and introduce yourself (first name only).
- III. Obtain participant's signature on provided "Consent to Treat" forms prior to Service delivery unless conducted at check-in desk.
- IV. Ask participant if they have any health or muscular skeletal concerns or requests that (MT) should consider while delivering Services.
- b. Participant Service Session:
- I. Participant session time must remain as scheduled to avoid appointment/walk-in back log and inconveniencing scheduled participants.
- II. Participants who arrive late for their session will receive only the remaining time left during their scheduled session unless no appointment or walk-ins are waiting or they may schedule another session when openings available.
- III. When openings are available and (MT) is not performing Services, assist walk-up participants with scheduling their session or provide immediate Service.
- IV. Services to remain timely and on schedule with no Service delivery delays.
- c. Completion of Participant Service Session:
- I. Thank participant and provide or encourage them to complete a brief review and leave feedback about the Services.
- 6. Scheduling Events (IC) only
- I. (SerenityNOW!) will notify (IC) via email or text when an Event or in-home booking is available. (IC) will reply to Christina Cantu @ 713-213-0672 or chris@serenitynowmassage.biz to request the event.
- II. Once (SerenityNOW! and (IC) confirm acceptance of event and sign-off on Statement of Work, (IC) will be accepted and responsible for providing Services for at the event.
- 7. Late Arrival, No Show, Cancelling Scheduled Events

- I. To remain in good standing with Company, (MT) text or email notification of cancellation of services no later than seven (7) days' notice prior to event day.
- II. (SerenityNOW! In-Home Massage & Wellness) reserves the right to remove (MT) from Approved and Preferred Massage Therapist list should (MT) submit cancellation notification less than (7) days prior to event.
- III. (MT) cancelling or no show confirmed Services less than 24 hours prior to the event may be removed from thel Approved Massage Therapist List.
- IV. (MT) tardy to event or arrive less than 15 minutes prior to the event service location may be removed from the Approved Preferred Massage Therapist List and will be paid for ONLY the actual time worked.

COMPANY CONTRACTOR
Serenity NOW! In-Home Massage & Wellness, LLC
By:
Christina Cantu
Owner and President
Date:
INDEPENDENT CONTRACTOR SIGNATURE

DATE