

Lavender Mobile Spa Independent Contractor Agreement

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. IC shall provide all equipment and supplies necessary to perform all tasks and assignments agreed to perform by the IC. IC agrees to purchase the company issued uniform at a cost of \$25. Uniform should be worn to every company assignment and always be cleaned and pressed.

2. **Professional Behavioral Standards.** The IC shall not engage in or display any behavior, action or mannerism in an inappropriate, unprofessional, flirtatious or sexual manner towards any client at any time while in process of providing services on behalf of LMS. IC must arrive promptly for each appointment time with client. Any breach of this agreement is grounds for immediate termination of this agreement and revocation of any payment owed for the service performed. A

late fee of \$1.00 per minute will be deducted from compensation for any contractor arriving late to a prescheduled appointment. A \$20 fee will be assessed for not being in uniform.

3. **Non-Compete/Circumvent.** During the course of the Agreement, the IC shall agree not to compete with the company directly or indirectly, by serving as an officer, owner, partner, agent employee or consultant to any firm or entity substantially engaged in mobile spa services that include esthetics, massage and or nail services. In addition, the IC will not distribute personal marketing material (verbally or tangible) to any client. IC will not interfere in any way with the company current or potential clients or contractual arrangements.

4. **Termination.** The Company may terminate this Agreement with or without notice to the IC. Any breach of the agreement is grounds for immediate termination and possible revocation of any payment owed for services.

5. **Independent Contractor.** This Agreement shall not render the IC an employee, partner, agent of, or joint venture with the Company for any purpose. The IC is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

6. **Insurance & License.** The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the Company and maintain a current and valid State license in his/her trade.

7. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled through arbitration in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

DUTIES, TERM, AND COMPENSATION

DUTIES: The Contractor will provide any and all duties described under their particular trade as described in each work assignment.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through [] or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.