



61 East Main Street
East Islip, NY 11730
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bohemebeautybar.com

SALON INDEPENDENT CONTRACTOR AGREEMENT

I. The Parties. This Salon Independent Contractor Agreement ("Agreement") made and entered into on

_____, 20____, by and between _____ ("Contractor") and

Salon Boheme, LLC dba Boheme Beauty Salon with a mailing address of 637 Adams Avenue, Lindenhurst, NY 11757 ("Company"). The Contractor and Company shall be collectively referred to as the "Parties".

Now, Therefore, for and in consideration of the mutual promises and agreements contained herein the Parties agree to the following:

II. Services Provided. The Company agrees to employ the Contractor, at-will, beginning on

_____, 20____, and continuing until termination in accordance with Section V. The Contractor seeks to act as an independent contractor to cut hair, along with any other related services offered by the Company, ("Services") for the location at _____, City of _____, State of _____.

- a.) **Non-Compete.** During the term of this Agreement and for a period of ____ years after termination shall not, directly or indirectly, (1) own as a proprietor, partner, stockholder, or otherwise have interest in; or (2) participate as an officer, director, or in any other capacity in the management operation or control of; or (3) perform the Services or act in the capacity of an employee, independent contractor, consultant, or agent of any enterprise engaged, directly or indirectly, in the business of providing hair salon or beauty parlor services except with the prior written consent of the Company.
- b.) **Injunction.** The Parties agree it would be difficult to measure the damage to the Company from any breach of Section II(a) and that monetary damages would be inadequate. Accordingly, the Contractor agrees that if the he or she should breach Section II(a) that the Company shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain such breach, without showing or proving actual damages sustained by the Company.

c.) **No Release.** The Parties agree that in the termination of this Agreement it shall not be releasing the Contractor from any obligation under this Section.

III. Rent. The Contractor: (choose one)

- **Shall be liable for rent** that is paid to the Contractor in the amount of \$_____ on a - Daily - Weekly - Monthly basis in exchange for the use of the Company's facilities, including but not limited to: chairs, salon booths, or any other equipment of the Company.

- **Shall not be liable for rent** as it pertains to the use of the chairs, salon booths, or any other equipment of the Company.

IV. Compensation. In consideration of all Services to be rendered by the Contractor to the Company, the Company agrees to pay ____% of income generated. Commissions shall be paid to the Contractor - Daily - Weekly - Monthly - Other _____.

Any other compensation in the form of bonuses or benefits shall be paid as a gross amount and without deductions for taxes. All responsibility for tax payment shall be the liability of the Contractor.

V. Termination. Services by the Contractor may be terminated immediately, at-will, and in the sole discretion of the Company, with or without cause.

In addition, the Contractor may terminate this Agreement at any time by giving at least ____ days' notice.

VI. Successor Parties. The provisions of this Agreement shall be binding upon and inured to the benefit of the heirs, personal representatives, successors, and assigns of the Parties.

VII. Default. In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party for all costs and expenses that were incurred, directly or indirectly, due to attorney's fees.

Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and upon any appeal.

VIII. Severability. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

IX. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of _____.

X. Additional Terms and Conditions. _____

XI. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

COMPANY

Company Representative's Signature _____ Date _____

Print Name _____

Title _____

CONTRACTOR

Contractor's Signature _____ Date _____

Print Name _____