# SALON (HAIR STYLIST) INDEPENDENT CONTRACTOR AGREEMENT

This Salon (Hair Stylist) Independent Contractor Agreement ("Agreement") is made and entered into on \_\_\_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_\_\_("Stylist") with a mailing address of \_\_\_\_\_\_\_ and \_\_\_\_\_\_("Company") with a mailing address of \_\_\_\_\_\_\_. "Parties" refers to both the Stylist and the Company collectively.

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

**III. Independent Contractor Status.** The stylist is an independent contractor and not an employee of the Client. The Contractor shall not be entitled to any benefits provided to employees of the Client, including but not limited to health insurance, paid time off, or workers' compensation.

**II. Scope of Services Provided**. The stylist shall provide hair styling services to clients of the Client in a professional and skilled manner. The stylist shall use only professional-grade hair care products in the performance of their services. The Contractor shall be solely responsible for keeping their work area clean and organized and for maintaining the confidentiality of client information. The services shall be performed at \_\_\_\_\_\_, City of \_\_\_\_\_\_, and the state of \_\_\_\_\_\_.

**III. Scheduling**. The Contractor shall be responsible for scheduling their own appointments with clients and for ensuring that they are available to perform services during their scheduled appointment times.

**III. Rent**. The Stylist: (select one)

 $\Box$  - Is responsible for paying the Stylist a daily, weekly, or monthly rent of  $\_$  in return for the use of the company's facilities, including but not limited to: chairs, salon booths, or any other equipment of the company.

 $\Box$  - Is NOT responsible for paying rent for the use of any of the Company's furniture, including chairs, salon booths, and other items.

**IV. Compensation**. The Company agrees to pay the Stylist \_\_\_\_% of all revenues generated in exchange for all Services to be provided to the Company by the Stylist. Commissions shall be paid to the Stylist  $\square$  - Daily  $\square$  - Weekly  $\square$  - Monthly  $\square$  - Other \_\_\_\_\_.

Any additional compensation in the form of bonuses or benefits must be paid in full, without any tax deductions. The stylist is solely responsible for tax payments.

**V. Termination**. Either party may terminate this Agreement at any time upon \_\_\_\_\_\_ days written notice. Upon termination, the Contractor shall return all property belonging to the Client, including but not limited to keys, uniforms, and any confidential client information.

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**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 breach of this Agreement, the defaulted party shall reimburse the non-defaulting party for all direct or indirect costs and expenses, including attorney fees. The other party shall also reimburse the prevailing 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, in the event that a suit or action is brought to enforce this Agreement or with respect to this Agreement.

**VIII. Severability**. No waiver of any provision of this Agreement shall be construed as, or shall constitute, a waiver of any other provision, whether or not similar, and no waiver shall be deemed to be ongoing. Any waiver must be made in writing and signed by the party making it in order to be effective.

**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 and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or verbal, relating to the subject matter of this Agreement. This Agreement may be amended only by written agreement executed by both parties.

#### STYLIST

| Stylist's Signature                | Date |      |
|------------------------------------|------|------|
| Print Name                         |      |      |
| COMPANY                            |      |      |
| Company Representative's Signature |      | Date |
| Print Name                         |      |      |

Title \_\_\_\_\_

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