

INDEPENDENT CONTRACTOR AGREEMENT

An agreement has been entered into between **Studio Flava, LLC** (hereinafter referred to as "**SF**"), of **6630 Garsh Loop, Tampa, Florida** County of **Hillsborough**, and the undersigned (hereinafter referred to as "**Contractor**") and shall be deemed effective upon the date signed below.

RECITALS

A. "**SF**" is a business at the address set forth above, and desires to have various dance/fitness services performed at said address.

B. "**Contractor**" is certified, licensed, or otherwise qualified to instruct dance/fitness services reasonably within their scope of practice as reflected by certification, trainings, or other licensing authority; and agrees to provide services to "**SF**" under the terms and conditions set forth in this agreement.

In consideration of the mutual promises set forth in this agreement, it is agreed by and between "**SF**" and "**Contractor**":

I. DESCRIPTION OF SERVICES AND RESPONSIBILITIES

- A. Upon execution and during the term of this agreement, "**Contractor**" will provide services to "**SF**" and is responsible for including, but not limited to, the following:
1. Various levels of dance/fitness class instruction, workshops, socials, and sessions.
 2. Maintaining all licenses or continuing education in the field of expertise associated with the services provided and following the guidelines of any governing agencies.
 3. Maintaining active CPR/First Aid certifications and Business Liability Insurance.
 4. Operating only within the scope of practice for which licensed, certified, or trained.
 5. Following all "**SF**" policies outlined in this agreement to include, but not limited to, the solicitation, fraternization, and non-compete clauses.
 6. Maintaining the facility in working order and completing administrative duties, responsibilities and/or requests as outlined in the attached "**Contractor Policies and Procedures**".
- B. It is the responsibility of "**SF**" to provide to "**Contractor**" the following:
1. Access to, and use of, the facility to include its utilities and equipment during scheduled and authorized usage times.
 2. Notice of any and all venue closings in a timely manner due to holidays, inclement weather, government shutdowns, or for any other reason.
 3. All forms, electronic equipment, software, and other materials necessary for "**Contractor**" to track class attendance for compensation.

II. COMPENSATION AND EXPENSES

- A. "**Contractor**" agrees that compensation for services rendered is to be a "profit share" for the rate agreed upon by both parties and recorded in the "Pay Rates" section of the "**SF**" Business Management Software (BMS).
- B. Negotiations for "**Contractor's**" compensation will be directly proportional to skill level, training, previous experience, performance, average number of participants, evaluations, and other contributions to the business.

1. Compensation will be negotiated at a lower rate for ALL new services for a minimum of 90 days (“trial period”) until an evaluation of profitability and client attendance can be made.
 2. Compensation may increase incrementally upon completion of the trial period based on the outcome of the work completed.
 3. Compensation will be negotiated separately for any services provided outside of the regular schedule and for off-site services on behalf of “SF” to include, but not limited, to sessions, workshops, special events, private instruction, and socials.
- C. At no time will “SF” compensate “Contractor” more than the total revenue collected for services rendered notwithstanding the agreed upon compensation.
1. In such case, “Contractor” understands and agrees to split any amount of revenue generated for services rendered equally between the parties.
 2. Complimentary services from marketing efforts (trials, daily deal promotions, etc.) will not be included in compensation calculations.
 3. Compensation will not be due if a scheduled service was not completed for ANY reason.
- D. “Contractor” is responsible, and will not be reimbursed, for all personal business expenses to include, but not limited to, the maintenance of licenses, certifications, continuing education, teaching tools, music, marketing materials, etc.
1. “Contractor” shall have full responsibility for applicable withholding taxes for all compensation received under this agreement and for compliance with all applicable state and federal regulations with respect to “Contractor’s” self-employment as an Independent Contractor for “SF”.

III. SCHEDULE OF SERVICES AND AUTHORIZED VENUE USAGE

- A. “Contractor” will provide services for “SF” during mutually agreed upon days and times as reflected on the “Schedule” section of the “SF” BMS.
- B. “Contractor” does not have the right to cancel any scheduled services without a mutual written agreement.
1. Any cancellation that was not mutually agreed on between the parties, in writing, is considered an “**unscheduled cancellation**” subject to the terms outlined in this Agreement.
 2. “Contractor” may request a “**scheduled cancellation**” by submitting a “**Service Change Request Form**” 14 days or more in advance online at <https://www.flavafitnessstudio.com/contractorforms>.
 3. “Contractor” is entitled to three (3) unscheduled cancellations without consequence for the duration of this agreement, notwithstanding any forced closings or suspension of “Contractors” services due to inclement weather, epidemic, riots, potential crime, forced quarantine, any safety concerns deemed necessary by “SF”, or other acts of God.
 4. The use of a third-party subcontractor may be used to prevent unscheduled cancellations in accordance with the “**Subcontractor Use Policy**”.
 - i. Any unauthorized use of a subcontractor outside the “**Subcontractor Use Policy**” will be considered an “unscheduled cancellation”.
- C. The use of virtual services may be utilized to prevent any and all cancellations.
1. All virtual services shall follow the compensation, schedule, and all other terms of this agreement.

2. Any and all recordings of virtual services provided to **"SF"** for which compensation has been provided remain the property of **"SF"** to use for re-sale and/or marketing and no further compensation is due **"Contractor"**.
- D. Both parties agree to compensate the other for any and all profit loss or undue expenses incurred from any unscheduled cancellation.
 1. **"Contractor"** forfeits entitlement to compensation for any subsequent service(s) equal to the number of unscheduled cancellations made by **"Contractor"**.
 2. **"SF"** will compensate **"Contractor"** as if services were provided for any unscheduled cancellations made by **"SF"**.
- E. **"Contractor"** is strictly prohibited from announcing ANY schedule changes, cancellations, or unscheduled cancellations not reflected in the "Schedule" section of the **"SF"** BMS to include, but not limited to, social media posts and private communications to ANY **"SF"** patrons.
 1. Unauthorized public or private communications to **"SF"** patrons regarding **"Contractor's"** scheduled services will be considered an "unscheduled cancellation", to include any disclosure of **"Contractor's"** discontinuance of services.
- F. **"SF"** reserves the right to adjust the schedule of services if it is in the best interest of **"SF"**.
 1. All schedule changes will be discussed, agreed to by both parties, and updated on "Schedule" section of the **"SF"** BMS.
- G. Excess use of venue by **"Contractor"** outside of posted schedule without prior approval from **"SF"** is strictly prohibited and is grounds for immediate termination of this agreement.

IV. ADVERTISEMENTS AND PROMOTION

- A. Both parties agree to equally advertise and promote all contracted services, classes, and events of the other party to the full extent capable.
- B. **"Contractor"** has permission to use logos, trademarks, and the legal name of **"SF"** solely for the purpose of advertising services provided to **"SF"**.
 1. **"Contractor"** may, at their own expense, purchase **pre-approved and branded** marketing materials to represent their affiliation with **"SF"** (i.e., business cards).
 2. **"Contractor"** further agrees that all artwork for any marketing materials and/or signage that contain such logos must follow any trademark requirements, maintain branding, **and** receive final approval from **"SF"** prior to printing or distributing.

V. NON-SOLICITATION & FRATERNIZATION CLAUSE

- A. **"Contractor"** agrees **NOT** to utilize their affiliation with **"SF"** to endorse or solicit personal agendas for **"Contractor's"** own benefit or for the benefit of a competitor, any non-affiliated **"SF"** brands, products, or services; any civil, religious, or political beliefs to **"SF"** patrons on the premises or through social media.
 1. The "premises" includes all classrooms, lobby areas, and parking lots of any facility in which **"Contractor"** provides services on behalf of **"SF"**.
 2. "Through social media" refers to using any social media pages, groups, or direct messaging that contain **"SF"** patrons, or where the business name of **"SF"** is listed as the "employer" or similar reference of **"Contractor"**.
 3. **"Contractor"** will **NOT** make verbal announcements or distribute any propaganda, samples, gifts, or other promotional items of non-affiliated **"SF"** brands to **"SF"** patrons.
 4. **"Contractor"** will **NOT** wear or display any clothing and/or accessories advertising non-affiliated **"SF"** brands, products or services while providing services.

5. **“Contractor”** agrees **NOT** to use friends, family members, or other customers to make endorsements or solicit on the premises on **“Contractor’s”** behalf.
 6. **“Contractor”** agrees **NOT** to endorse or solicit to **“SF”** patrons for duration of this agreement and for a period upon termination as outlined in the **Non-Compete Section**.
- B. **“Contractor”** agrees **NOT** to fraternize or make personal direct contact with **“SF”** patrons to include but not limited to telephone, email, and social media.
1. All contact made to **“SF”** patrons will come from official **“SF”** domains, portals, and/or other official letterhead composed by **“SF”** management.
 2. **“Contractor”** may request to receive email and social media accounts under the domain of **“SF”** for the purpose of communicating with **“SF”** patrons.
 3. **“Contractor”** will **NOT** obtain or exchange personal contact information with patrons of **“SF”**.
 4. **“Contractor”** agrees **NOT** to enter into any new personal relationships with **“SF”** patrons not already established prior to **“Contractor”** entering into this agreement.
 - i. **“Contractor”** agrees **NOT** to provide preferential treatment to, or engage separately with, those in which a personal relationship exists outside of **“SF”**;
 - ii. **“Contractor”** agrees **NOT** to allow ANY personal relationships to negatively impact the business or customer experience of **“SF”** in ANY way regardless of when the relationship began; and
 - iii. **“Contractor”** understands that any violation of this policy is grounds for immediate termination of this Agreement and **“SF”** may seek legal action for damages caused to the business directly, or indirectly, by the violation.

VI. SOCIAL MEDIA CLAUSE

- A. For the purposes of this Agreement, the term “social media” refers to on-line blogs, forums, chat rooms, and social networking sites to include their direct messaging services.
1. Both parties understand and agree that the use of social media is an expected and needed use for the marketing of services, public relations, recruitment, communications, or other business purposes.
 2. Both parties give consent to the other to use their likeness on any and all social media platforms for the above purposes and uses only.
- B. **“Contractor”** agrees to the following principles to professional use of social media on behalf of **“SF”** as well as personal use of social media where **“SF”** is referenced.
1. **“Contractor”** should use best judgment in posting material that is neither inappropriate nor harmful to **“SF”**, its affiliates, or customers.
 2. Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile environment at **“SF”** or among its clients and other contractors.
 3. **“Contractor”** is not to publish, post or release any information that is considered confidential or not public, to include any announcements regarding specific services provided to **“SF”** or any changes made to said services.
 4. **“Contractor”** should get appropriate permission before posting images of current or former clients, members, or other Contractors. Additionally, **“Contractor”** should get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.

- C. **“Contractor”** agrees to use private accounts that do not include **“SF”** patrons or have any mention of **“SF”** to share content that does not conform to the above standard practices.
 - 1. The sharing of ANY confidential information is not an exception regardless of **“Contractor’s”** social media public or private presence.

VII. PROPERTY DAMAGE

If any portion of venue, or its equipment is damaged by any act, omission, default or negligence of **“Contractor”**, its agents, sub-Contractors, employees, patrons, guests, or any other person admitted to the venue by or for the benefit of **“Contractor”**, **“Contractor”** shall pay to **“SF”** upon demand, in cash or its equivalent, a sum equal to the cost of repairing the damages and restoring the venue to the condition existing at the beginning of the **“Contractor’s”** use. **“Contractor”** shall not injure, mar, nor in any manner deface the venue, its facilities, or any equipment contained therein, and shall not make nor allow to be made any alterations to the venue or its facilities except as provided herein, without written consent of the **“SF”**.

VIII. PERSONAL PROPERTY

- A. **“SF”** shall not be responsible for any loss or damage to personal property placed in or about the venue belonging to **“Contractor”**, its servants, agents, sub-Contractors, guests, patrons, or invitees, and **“Contractor”** shall hold **“SF”** harmless from all claims arising out of loss or damage to such property.
- B. **“Contractor”** shall remove from the venue, immediately upon completion of services, all property belonging to **“Contractor”** and all property brought in or about the venue by **“Contractor”** or persons associated with **“Contractor”** in the use and occupancy of the venue. If **“Contractor”** fails to remove all such property, **“SF”** shall have the right to remove, store or dispose of such property at **“Contractor’s”** expense. **“SF”** shall not be liable for any damage or loss to said property regardless of how and where same shall occur or by who caused.

IX. RELATIONSHIP OF PARTIES

- A. The parties intend that an **“Independent Contractor”** relationship will be created by this agreement. **“SF”** is interested only in the results to be achieved and the control of the work will lie solely with **“Contractor”**.
- B. **“Contractor”** is not to be considered an agent or employee of **“SF”** for any purpose.
- C. It is understood that **“SF”** does not agree to use **“Contractor”** exclusively. It is further understood that **“Contractor”** is free to contract for similar services to be performed outside of **“SF”** under the guidelines of **Non-Compete Section** of this agreement.
- D. **“Contractor”** agrees to properly represent themselves as an **“Independent Contractor”** for **“SF”** and not as a separate business entity operating at the physical address of **“SF”** and all business and/or transactions conducted on the premises are to be conducted under the legal business name of **“SF”**.
 - 1. At no time may **“Contractor”** utilize any other business name or entity in conjunction with any advertisement relating to any services or events at **“SF”** other than the business name or entity of the trademarked service being provided.
- E. **It is understood and agreed that neither party will slander or intentionally prevent the business growth of the other party or any other Contractors, employees, or agents related directly or indirectly to either party regardless of the subject of services rendered.**
 - 1. **Both parties agree to follow this term for an indefinite time beyond the expiration of this Agreement.**

X. CONFIDENTIALITY CLAUSE

- A. **“Contractor”** acknowledges that during the term of this agreement, **“Contractor”** may have access to, and become acquainted with, various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by **“SF”** and/or used in connection with operation of business including, but not limited to, business processes, methods, customer lists, accounts, and procedures.
1. **“Contractor”** agrees not to disclose any of the aforesaid directly, or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with **“SF”**.
 2. Upon the expiration, earlier termination of this Agreement, or whenever requested by **“SF”**, **“Contractor”** shall immediately deliver to **“SF”** all such files, records, documents, specifications, information, and other items in possession or under control of **“Contractor”**.
- B. **“Contractor”** agrees not to disclose the terms of this Agreement to any person without the prior written consent of **“SF”** and shall always preserve the confidential nature of the relationship established by this Agreement and of the services hereunder.
1. It is understood and agreed that there is a standing “gag order” in place between the parties and that all information discussed and agreements made, financial or otherwise, remain between the parties not to be discussed with **ANY third party**.
- C. **“Contractor”** agrees to follow all the terms of **“Confidentiality”** for an indefinite amount of time beyond the expiration of this Agreement.

XI. CONFLICTS OF INTEREST AND NON-COMPETE

- A. **“Contractor”** represents they are free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between **“Contractor”** and any third party. **“Contractor”**, in rendering duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which **“Contractor”** does not have a proprietary interest.
- B. **“Contractor”** is expressly free to perform services for other parties while performing services for **“SF”** with the exception that **“Contractor”** agrees not to provide services independently or for another party that operates a business which is a direct competitor of **“SF”** and/or operates as a non-membership driven facility or provides services open to the public in which **“SF”** patrons may utilize within a 10-mile radius.
- C. **“Contractor”** agrees to not directly or indirectly engage in any business that competes with **“SF”** for a period of **60 days** after the termination of this agreement. This covenant shall apply to the geographical area that includes the area within a 10-mile radius of **“SF”**.
- D. For a period of **5 years** after the termination of **“Contractor’s”** services, **“Contractor”** will not directly or indirectly solicit business from, or attempt to sell, license, or provide the same or similar products or services as are now provided to any customer or client of **“SF”**. Furthermore, during the above said period, **“Contractor”** will not directly or indirectly solicit, induce, or attempt to induce any other Contractor of **“SF”** to terminate his or her contractual services with **“SF”**, nor will **“Contractor”** directly or indirectly solicit, induce, or attempt to obtain the services of any Contractor of **“SF”** for any other company.

XII. RIGHT TO INJUNCTION

The parties hereto acknowledge that the services to be rendered by the **“Contractor”** under this Agreement and the rights and privileges granted to **“SF”** under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which

cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the **“Contractor”** of any of the provisions of this Agreement will cause the **“SF”** irreparable injury and damage. The **“Contractor”** expressly agrees that the **“SF”** shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the **“Contractor”**. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the **“SF”** may have for damages or otherwise. The various rights and remedies of the **“SF”** under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

XIII. LIABILITY AND INSURANCE

The work to be performed under this agreement will be performed entirely at **“Contractor’s”** risk, and **“Contractor”** assumes all responsibility for the condition of facility and all equipment used in the performance of this agreement. **“Contractor”** will carry, for the duration of this contract, public liability insurance in an amount acceptable to **“SF”**. **“Contractor”** agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this agreement.

Furthermore, **“Contractor”** shall protect, maintain, save and hold harmless the **“SF”** and its officers, agents, servants, and employees from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person, or the damage, loss or destruction of any property which may occur in or about the venue (including any portion thereof which **“Contractor”** has not been given permission to occupy or use pursuant to the terms of this Agreement) or which may arise or in any way grow out of any act or omission of **“Contractor”**, its agents, sub-Contractors, servants, employees, invitees, and patrons’ use and occupancy of the venue.

XIV. OBSERVANCE OF AND APPLICABLE LAW

- A. The construction and interpretation of this Agreement shall be pursuant to the laws of the State of Florida.
 1. **“Contractor”** agrees to obey and observe, with respect to its use of the venue, all laws of the United States and the State of Florida, all applicable ordinances and rules of the County of Hillsborough and City of Tampa, and their respective administrative departments and agencies, all rules regulations adopted by the venue for the governing, management and regulation of the venue, and to require the same from its employees, **“Contractors”** guests, and all other persons for whose conduct it is responsible or over whom it exercises or has authority to exercise control.
 2. No pyrotechnics, open flame, fire effects or any incendiary devices will be permitted without prior written permission by **“SF”**. Any and all such use permitted will require, at **“Contractor’s”** expense, having a licensed pyrotechnician on site to for all events to oversee any and all uses contained in this clause.

XV. DISPUTE RESOLUTION

- A. Any dispute arising under or in connection with any matter related to this Agreement or any other related agreement shall be resolved exclusively by binding arbitration. The arbitration will be conducted in conformity with the rules and procedures of the American Arbitration Association. The parties agree to be subject to the jurisdiction and venue of the arbitration in Tampa, Florida. The ruling of the arbitrator shall be final and binding on the parties with respect to the dispute. This provision will survive termination of this Agreement. If any arbitration or other legal proceeding is brought to enforce or interpret the provisions of this Agreement or as to the rights or obligations of any party to this Agreement, the prevailing

party in such action shall be entitled to recover its reasonable attorneys' fees and costs. If any or several provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

XVI. TERM

- A. The Term of this Agreement shall begin upon the date of signing (effective date) and shall be for a period of **one (1)** year (the "Initial Term").
 - 1. Both parties agree that for as long as services are being rendered and compensated for, this agreement remains in effect.
- B. If "**Contractor**" and its services are in good standing, "**SF**" agrees to allow "**Contractor**" the ability to renew contract before offering the contracted services to another party.
- C. This agreement may be terminated if the parties mutually agree that it is in the best interest of both parties for any reason and both parties must acknowledge this agreement in writing in order to terminate this contract.
- D. If "**Contractor**" discontinues providing services prior to the proper written termination of this agreement or its expiration date, "**Contractor**" understands and agrees that it is an abandonment or refusal to provide services with unscheduled cancellations of services, and furthermore remains financially responsible for the lost revenue to "**SF**".
 - 1. "**Contractor**" will pay "**SF**" for the reserved time of scheduled services abandoned for a period of 30 days at rate equal to the current commercial rental rate of venue at the time services were not provided.
 - 2. Abandonment or refusal to provide services for the complete term of this agreement relinquishes "**Contractor's**" right to **any and all** unpaid compensation for services previously provided in accordance with the unscheduled cancellations.
- E. "**SF**" reserves the right to cancel this agreement at any time if it becomes in the best interest of the primary operations of "**SF**", its business, and any other contracted services. Reasons may include but are not limited to the following:
 - 1. Services are not generating desirable or profitable revenue;
 - 2. Services are interfering with other business practices of "**SF**" or its growth and development; and
 - 3. "**Contractor**" is directly or indirectly creating negative relationships between "**SF**" and its customers, business partners and/or other business owners in the area.

XVII. NOTICES

All notices, consents, or approvals shall be provided in writing to the following address:

*Studio Flava, LLC
6630 Garsh Holdings
Tampa, FL 33614*

XVIII. AGREEMENT

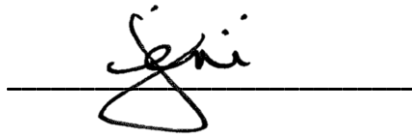
- B. This Agreement, and any listed attachments, include all the terms and conditions agreed upon by the parties and no oral commitments or representation shall be valid or binding upon the parties. This Agreement may not be modified in any manner except by written modifications signed by both parties.

1. **“Contractor”** agrees to sign, upload to **“SF”** BMS, and follow the terms outlined in the following attachments:
 - i. Contractor Policies & Procedures
 - ii. Subcontractor Use Policy
 - iii. Virtual Services Agreement
 - iv. Contractor Health Reporting Agreement
 2. **“Contractor”** understands that the above documents may require updates throughout the duration of this Agreement and agrees to sign, upload to **“SF”** BMS, and implement any updates immediately.
- C. Signator for **“Contractor”** warrants that he/she has full legal authority to act and contract on behalf of the **“Contractor”** and all participants.

XIX. ACCEPTANCE OF TERMS & ELECTRONIC SIGNATURE

“Contractor’s” submission of the online form pursuant to this Agreement or clickthrough of this Agreement on **“Studio Flava”** website, constitutes **“Contractor’s”** acceptance of the terms hereof. **“Contractor”** agrees that by including his or her name or symbol below, it constitutes an electronic signature used to sign this Agreement and shall have the same legal force and effect as a written signature as provided in the Uniform Electronic Transaction Act, §§ 668.50 et seq., Florida Statutes (UETA), or other applicable state statute of similar effect, and, as applicable, the Electronic Signatures in Global and National Commerce Act (ESIGN)

Studio Flava, LLC



Jeni J, Owner

6630 Garsh Holdings

Tampa, FL 33614

813-515-0189

info@flavafitnessstudio.com

Date: 22 August 2022