

## SUBCONTRACTOR USE POLICY

**“Contractor”** recognizes that the commitment made to provide services on an agreed upon day and time is promoted to the public, by and in the name of Studio Flava, LLC (**“SF”**), and further understands that it is detrimental to **“SF”** when **“Contractor”** is not present. Therefore, it is understood and agreed to by the parties, that **“Contractor”** will make every effort to maintain their contractual agreement and schedule personal and/or social commitments outside of promoted schedule. It is further understood and agreed to by the parties that the use of **“Subcontractors”**, although authorized, will be kept to a **minimum** and used only in the event of unforeseen circumstances notwithstanding reasonable planned absences.

**“Contractor”** agrees to the following policies when subcontracting their services for **“SF”** to any third party (**“Subcontractor”**).

- A. **“Contractor”** is responsible for locating a qualified third party to subcontract their services.
  1. **“Contractor”** should make every effort to utilize another **“SF Independent Contractor”** as reflected on the schedule of the **“SF”** BMS;
  2. All **“Subcontractors”**, notwithstanding the above mentioned **“SF Independent Contractors”**, **must** maintain a signed **“SF Subcontractor Policies & Procedures”** on file with **“SF”**; and
  3. **“Contractor”** must notify **“SF”** immediately when unable to find a qualified **“Subcontractor”** to provide scheduled services.
    - i. Upon informing **“SF”** of the inability to ensure services will be provided, **“Contractor”** relinquishes any compensation for scheduled service despite the ability of **“SF”** to provide coverage.
- B. **“Contractor”** is responsible for all actions of **“Subcontractor”** while performing services for **“SF”**.
  1. **“Contractor”** understands that **“Subcontractor’s”** failure to provide the scheduled service **will** result in an **“unscheduled cancellation”** as outlined in the **“Independent Contractor Agreement”**; and
  2. **“Contractor”** understands that any violation by **“Subcontractor”** to the policies outlined in the **“SF Subcontractor Policies and Procedures”** **may**, at the discretion of **“SF”**, result in an **“unscheduled cancellation”**.
- C. **“Contractor”** is responsible for compensating all **“subcontractors”** for services rendered.
  1. **“Contractor”** will be compensated per the terms of the **“Independent Contractor Agreement”** for all contracted services provided despite the use of a **“Subcontractor”**;
  2. At no time shall **“Contractor”** disclose to **“Subcontractor”** any confidential information related to their **“Independent Contractor Agreement”** to include, but not limited to their agreed upon compensation for services.

**“Contractor”** agrees to the following procedures when subcontracting services for **“SF”** to any third party and understands that failure to do so may result in an **“unscheduled cancellation”** as outlined in the **“Independent Contractor Agreement”**.

- A. **“Contractor”** **must** notify and submit a request to **“SF”** of intent to subcontract their services in a timely manner:
  1. Requests are to be made no less than 14 days for non-emergency situations;
  2. Requests made less than 14 days in advance may, at the discretion of **“SF”**, be considered an **“unscheduled cancellation”**; and

3. In the event of **unforeseen** circumstances that do not allow the time necessary to follow the required process, **“Contractor” must call and speak to “SF”** to ensure proper coverage and discuss how to proceed. Any form of messaging is **NOT** acceptable means of communication under these circumstances;
- B. **“Contractor” must** obtain an approved **“Service Change Request Form”** as follows:
1. Complete the form located online at <https://www.flavafitnessstudio.com/contractorforms>
  2. Upload an **“Subcontractor Policies & Procedures”** document executed by **“Subcontractor”**, if applicable;
  3. Text a notification of submitted form to **“SF”** at 813-515-0189; and
  4. Check email, used to complete form, for a response from **“SF”**.
- C. **“Contractor”** understands that any other form of communication will **NOT** be considered a replacement for following the process outlined in this Agreement.
1. Any use of a **“Subcontractor”** for services without an **approved “Service Change Request Form”** will be considered an **“unscheduled cancellation”**.