

## INDEPENDENT CONTRACTOR AGREEMENT

An agreement has been entered into between **FlavaFitness, LLC** (hereinafter referred to as "**FFS**"), of **3744 W Lambright St B, 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. "**FFS**" is a **Dance/Fitness Studio** business at the address set forth above, and owner desires to have various dance/fitness lessons performed at said address.

B. "**Contractor**" is a qualified dance/fitness instructor certified, licensed or otherwise trained to instruct the below named classes and agrees to provide services to "**FFS**" 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 "**FFS**" and "**Contractor**":

### I. DESCRIPTION OF SERVICES AND RESPONSIBILITIES

- A. Upon execution and during the term of this agreement, "**Contractor**" will provide services and is responsible for, including, but not limited to, the following:
1. Various levels of group dance/fitness class instruction, workshops, socials, sessions, etc.; reasonably within "**Contractor's**" ability as reflected by current certification, trainings, or other licensing authority.
  2. "**Contractor**" is responsible for maintaining any and all licenses and any continuing education in their field of expertise and/or specialty associated with services provided. Instruction shall follow the guidelines of the governing agency for which "**Contractor**" is licensed, certified or otherwise trained to instruct; and "**Contractor**" shall not operate outside his/her scope of practice.
  3. "**Contractor**" will follow all policies of "**FFS**" outlined in this agreement to include but not limited to the solicitation, fraternization, and non-compete guidelines at all times; and will maintain the facility in working order and complete any and all administrative duties, responsibilities and/or requests of "**FFS**" as outlined in **Exhibit A "Policies and Procedures"**.
- B. It is the responsibility of "**FFS**" to provide to "**Contractor**" the following:
1. Access to and use of the facility to include its utilities and equipment during authorized usage times and schedule as outlined in **Exhibit C "Contractor Schedule Log"**;
  2. All forms, electronic equipment, software, and other materials necessary for "**Contractor**" to perform check-in of patrons and attendance tracking; **and/or** a front desk assistant will be provided by "**FFS**" to process check-in services during high traffic hours; and
  3. Notice of any and all venue closings due to holidays or other reasons in a timely manner.

### II. COMPENSATION AND EXPENSES

- A. "**Contractor**" will be compensated for services as outlined and agreed upon by both parties in **Exhibit B "Compensation Agreement"**.
1. "**Contractor's**" negotiation for compensation will be directly proportional to the "**Contractor's**" skill level, training, previous experience, performance, average number of participants, evaluations, and other contributions;
    - a. Non-paying patrons (trials, daily deal promotions, etc.) will not be included in the calculations for any compensation as they are strictly patrons of "**FFS**" marketing efforts;
    - b. "**Contractor**" understands the initial compensation for **ANY** new services will be negotiated at a lower rate during the trial period of said services for a minimum of **90 days** until an evaluation of performance and attendance can be made to justify higher rates. "**Contractor**" understands that upon completion of the aforesaid trial period, compensation for each occurrence may increase incrementally based on the outcome of the work completed.
  2. At no time will "**FFS**" compensate "**Contractor**" more than the total revenue collected for services rendered notwithstanding the agreed upon compensation;
    - a. In such case, "**Contractor**" understands and agrees to split any amount of revenue generated for services rendered equally between both parties;
  3. Compensation is due only when services are actually completed and will not be provided in the event that a scheduled service was not completed for **ANY** reason; and
  4. Compensation for any services provided by "**Contractor**" conducted off-site as a representative of "**FFS**" and/or outside of the schedule attached hereto, to include, but not limited, to sessions, workshops, special events, private instruction, and socials; must be agreed upon under a separate **Compensation Agreement**;

- B. **"Contractor"** is responsible for all associated individual business expenses to include, but not limited to, the maintenance of licenses, certifications, continuing education, teaching tools, music, marketing materials, clothing, etc. and **"Contractor"** will **NOT** be reimbursed for said purchases.
- C. **"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 **"FFS"**.

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### III. SCHEDULE OF SERVICES AND AUTHORIZED VENUE USAGE

- A. **"Contractor"** will conduct classes during a mutually agreed upon day and time as reflected in **Exhibit C "Independent Contractor Schedule Log"**.
  - 1. **"Contractor"** is responsible for providing said services and does not have the right to cancel said services without prior agreement of **"FFS"**.
    - a. **"Contractor"** may **request** to cancel a class with a **minimum** of 2 weeks advance notice for personal and/or business related reasons. Any class canceled with **less than two (2)** weeks' notice, and/or **without** prior approval, will forfeit entitlement to any due compensation for the subsequent class or classes equal to the number of cancellations without notice.
  - 2. Services may be Sub-Contracted to other instructors as an alternative to cancellations as outlined in **Exhibit D "FlavaFitness Studio Sub-Contractor Use Policy"**.
    - a. **"Contractor"** understands that any due compensation by **"FFS"** will be reduced to a flat rate for services as outlined in the **Compensation Agreement** when services are sub-contracted to a third party; and
    - b. **"Contractor"** agrees to keep the use of Sub-Contractors at a strict minimum and at no time may **"Contractor"** permanently Sub-Contract services to any third party for any significant period of time without the agreement of **"FFS"**. **"Contractor"** further agrees that the excess use of Sub-Contractors may provide just cause for **"FFS"** to terminate this agreement.
- B. **"FFS"** reserves the right to adjust the schedule of services if it is in the best interest of the **"FFS"**.
  - 1. A written or verbal request may be made by either party to change the schedule of services throughout the duration of this contract and all schedule change notices will be discussed, agreed to by both parties in advance, and documented with the use of **Exhibit C "Independent Contractor Schedule Log"**.
- C. Excess use of venue, for any reason, outside of designated schedule without prior approval from **"FFS"** is **strictly** prohibited and is grounds for immediate termination of this agreement by **"FFS"** and **"Contractor"** will be held responsible for the termination of the contract as outlined in **Section XV**.

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### IV. ADVERTISEMENTS AND PROMOTION

- A. **"Contractor"** is **responsible** for the advertisement and promotion of all contracted services, classes, and events. It is understood and agreed, that **"Contractor"** and **"FFS"** will equally advertise the services of the other party to the full extent capable.
- B. **"Contractor"** will not post, display, place or erect; any signs, posters, cards, pamphlets, brochures, or advertisements of any kind on the premises of **"FFS"** as all authorized promotional materials for display during operational hours and/or to be distributed to customers will be provided by **"FFS"**. Any promotional materials, printed or otherwise that advertise non-affiliated **"FFS"** events, classes, fundraisers, etc. must be approved by **"FFS"** in writing prior to being distributed in or about the venue.
- C. **"Contractor"** may purchase, at their own expense, authorized marketing materials to distribute to customers of **"FFS"** (i.e. business cards) to represent their affiliation with **"FFS"**.
- D. **"Contractor"** has permission to use logos, trademarks and the legal name of **"FFS"** for use in advertisements and promotions only with regard to services **"Contractor"** provides for **"FFS"**. **"Contractor"** further agrees that any self created marketing materials and/or signage that may contain such logos must have final approval of **"FFS"** prior to printing and/or distributing and all artwork must follow uniformity and the trademark requirements of **"FFS"** and/or other legal entity.

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## V. ENDORSEMENTS AND SOLICITATION

- A. **"Contractor" MAY NOT** utilize their relationship with **"FFS"** to endorse, advertise, or solicit any non-affiliated **"FFS"** brands, products or services to patrons on or off the premises.
1. The premises of **"FFS"** is to include all classrooms, lobby areas, and parking lots of any facility in which **"Contractor"** is providing services for **"FFS"** or present as a representative thereof;
  2. **"Contractor"** will **NOT** make any announcements verbally or non-verbally, with the use of marketing materials, apparel, or any other means, that promote any non-affiliated **"FFS"** brands, products or services to customers of **"FFS"**. **"Contractor"** will **NOT** use their influence on friends, family members, or other customers to make said announcements on their behalf; and
  3. **"Contractor"** will **NOT** at any time solicit unauthorized brands, products, and/or services to patrons of **"FFS"** through the use of social media.
    - a. All social media contact with **"FFS"** customers must be made on behalf of a **"FFS"** domain controlled by **"FFS"**. **"Contractor"** understands and agrees that any contact made with **"FFS"** patrons with the use of personal accounts gives **"FFS"** full rights to monitor and ban content that either violates any policies, is a negative representative of **"FFS"** or is not in accordance with the mission of **"FFS"**.
- B. **"Contractor"** agrees **NOT** to utilize the relationship established with patrons of **"FFS"** to approach said patrons with the intention to endorse or solicit any non-affiliated **"FFS"** brands, products, or services directly or indirectly regardless of the relationship to **"Contractor"** or **"FFS"** and at no time may **"Contractor"** make direct contact with patrons of **"FFS"** to include but not limited to telephone, email, and social media;
1. All contact made to patrons must come from official **"FFS"** personnel, domains, portals, and/or other official company letterhead and must be communicated and composed by **"FFS"** management;
  2. **"Contractor"** will **NOT** obtain or exchange contact information with patrons of **"FFS"** for **ANY** purpose to include most certainly the solicitation of non-affiliated **"FFS"** brands, products, or services at a later time and place; and
  3. **"Contractor"** will **NOT** distribute any propaganda, samples, gifts, or other promotional items of non-affiliated **"FFS"** brands in or about the premises.
- C. **"Contractor"** will **NOT** wear or display any clothing and/or accessories advertising non-affiliated **"FFS"** brands, products or services.

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## VI. 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 **"FFS"** 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 **"FFS"**.

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### PERSONAL PROPERTY

- A. **"FFS"** 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 **"FFS"** 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, **"FFS"** shall have the right to remove, store or dispose of such property at **"Contractor's"** expense. **"FFS"** shall not be liable for any damage or loss to said property regardless of how and where same shall occur or by who caused.

## VII. RELATIONSHIP OF PARTIES

- A. The parties intend that an **"Independent Contractor"** relationship will be created by this agreement. **"FFS"** 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 **"FFS"** for any purpose.

- C. It is understood that **"FFS"** 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 **"FFS"** under the guidelines of **Exhibit E Non-Compete Section** of this agreement.
- D. **"Contractor"** agrees to properly represent themselves as an **"Independent Contractor"** for **"FFS"** and not as a separate business entity operating at the physical address of **"FFS"** and all business and/or transactions conducted on the premises are to be conducted under the legal business name of **"FFS"**.
  - 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 **"FFS"** 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.

## VIII. CONFIDENTIALITY

- 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 **"FFS"** and/or used by **"FFS"** in connection with operation of its business including but not limited to, business and product processes methods, customer lists, accounts and procedures.
- B. **"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 **"FFS"**.
- C. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the **"FFS"**, whether prepared by **"Contractor"** or otherwise coming into **"Contractor's"** possession, shall remain the exclusive property of the **"FFS"**. **"Contractor"** shall not retain any copies of the foregoing without prior written permission of **"FFS"**.
- D. Upon the expiration, earlier termination of this Agreement, or whenever requested by **"FFS"**, **"Contractor"** shall immediately deliver to **"FFS"** all such files, records, documents, specifications, information, and other items in possession or under control of **"Contractor"**. **"Contractor"** further agrees not to disclose the terms of this Agreement to any person without the prior written consent of **"FFS"** and shall at all times preserve the confidential nature of the relationship established by this Agreement and of the services hereunder. It is understood and agreed that there is a standing "gag order" in place between the parties and that all information discussed remains between the parties and all financial agreements, etc. are not to be discussed with any third party.

## IX. 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 **"FFS"** with the exception that **"Contractor"** agrees not to provide services within a 10 mile radius independently or for another party that operates a business which is a direct competitor of **"FFS"** and/or operates as a non-membership driven facility or provides services open to the public in which **"FFS"** patrons may utilize.
- C. **"Contractor"** agrees to follow the terms outlined in **Exhibit E Non-Compete Agreement** and will not directly or indirectly engage in any business that competes with **"FFS"** for a period of 60 days after any termination of this agreement. This covenant shall apply to the geographical area that includes the area within a 10 mile radius of **"FFS"**.
- 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 **"FFS"**. Furthermore, during the above said period, **"Contractor"** will not directly or indirectly solicit, induce or attempt to induce any other Contractor of **"FFS"** to terminate his or her contractual services with **"FFS"**, nor will **"Contractor"** directly or indirectly solicit, induce or attempt to obtain the services of any Contractor of **"FFS"** for any other company.

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## X. 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 the Company 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 Company irreparable injury and damage. The Contractor expressly agrees that the Company 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 Company may have for damages or otherwise. The various rights and remedies of the Company 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.

## XI. 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 "**FFS**". "**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 "**FFS**" 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.

## XII. 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; and
  2. No pyrotechnics, open flame, fire effects or any incendiary devices will be permitted without prior written permission by "**FFS**". 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.

## XIII. 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. In the event that 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.

## XIV. 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"). Thereafter, the term shall automatically renew for successive **one (1) year** periods (each a "Renewal Terms") until an updated agreement has been executed, a termination has been made by either party, services have discontinued, compensation has discontinued, or notice has been given by either party of an intention not to renew the Agreement thirty (30) days prior to the expiration date of the current term.
  1. There is a probation period of **ninety (90) days** in which "**FFS**" reserves the right to terminate this agreement without any disclosure of reason as outlined in **Exhibit F 90 Trial Period Agreement**;

- B. If **"Contractor"** and its services are in good standing, **"FFS"** agrees to allow **"Contractor"** the ability to renew contract before offering the contracted services to another party for said scheduled day and time.
- C. It is agreed to, and understood, by both parties for as long as services are being rendered and/or compensation is being received and accepted, this agreement is to remain in effect.
- D. 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.
- E. In the event that **"Contractor"** discontinues providing services for **any** reason prior to the expiration date of the current term, **"Contractor"** understands and agrees that this is an abandonment or refusal to provide services, and furthermore remains financially responsible for the lost revenue to **"FFS"** in the amount equal to the current commercial rental rate of venue at the time of termination for the duration of this agreement for each class and/or event in which **"Contractor"** was scheduled to provide services; and
  - 1. Abandonment or refusal to provide services for the complete term of this agreement relinquishes **"Contractor's"** right to **any and all** due compensation for services previously provided.
- F. **"FFS"** reserves the right to cancel this agreement at any time if it becomes in the best interest of the primary operations of **"FFS"**, 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 **"FFS"** or its growth and development; and
  - 3. **"Contractor"** is directly or indirectly creating negative relationships between **"FFS"** and its customers, business partners and/or other business owners in the area.

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## XV. NOTICES

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

*FlavaFitness Studio  
3744 W. Lambright Ave. Unit B  
Tampa, FL 33614*

## XVI. AGREEMENT

The Agreement includes 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.

Signator for **"Contractor"** warrants that he/she has full legal authority to act and contract on behalf of the **"Contractor"** and all participants.

## XVII. ACCEPTANCE OF TERMS; ELECTRONIC SIGNATURE

**"Contractor's"** submission of the online form pursuant to this Agreement or clickthrough of this Agreement on **"FlavaFitness Studios"** 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).