



office@kissthismakeup.com

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made as of _____ (date) by and between "Kiss This Makeup, LLC" ("Company"), and _____ ("Contractor"), with a principal place of business at _____ " (Contractor's address).

In consideration of the mutual premises herein contained, Company and Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

Company hereby engages Contractor to render the services according to the schedule and as described in the annexed Exhibit A (collectively, the "Services"). In the event of any conflict between this Agreement and the annexed Exhibit A, this Agreement shall control.

SECTION 2: COMPENSATION

A. In full consideration for the performance of the Services hereunder, and for any rights granted or relinquished by the Contractor under this Agreement, Company shall pay Contractor as outlined in the annexed Exhibit A.

B. Payments shall be preceded by an invoice from Contractor (to be submitted on a per booking basis), which Company shall then pay within 30 days of receipt.

C. Company will reimburse Contractor for reasonable and necessary expenses incurred in the performance of the Services; provided, however, that all such expenses shall be subject to Company's prior approval. Air travel shall be at coach fares and lodging shall be at moderately priced hotels, taking advantage of available corporate discounts.

D. Contractor acknowledges and agrees that, except as provided in this Section 2, it shall not be entitled to, and Company shall not be obligated to pay, any monies or other compensation for the Services provided and rights granted under this Agreement.

E. Aside for payment for services rendered, no payment shall be made to Contractor in the event that a client terminates its contract with Company.

SECTION 3: ASSURANCE OF SERVICES

A. Contractor will assure that the following persons (the "Key Individuals") will be available to perform, and will perform, the Services hereunder until they are completed (identify by title and name as applicable):

_____, Makeup Artist and/or Hair Stylist

Name of Key Individual

B. The Key Individuals may be changed only with the prior written approval of Company, which approval shall not be unreasonably withheld.

SECTION 4: INDEPENDENT CONTRACTOR RELATIONSHIP

A. Contractor agrees to perform the Services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. Contractor is not authorized to enter into or commit Company to any agreements, and Contractor shall not represent itself as the agent or legal representative of Company.

B. Further, Contractor shall not be entitled to participate in any of Company's benefits, including without limitation any health or retirement plans. Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

C. Company shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Contractor or any other person consulted or employed by Contractor in performing Services under this Agreement. All such costs shall be Contractor's responsibility.

D. Contractor shall be responsible to maintain a current address with Company for record-keeping purposes. Contractor agrees that it will notify Company of any change in address pursuant to section 9(B) below.

SECTION 5: CONFIDENTIALITY

A. In connection with the performance of Services hereunder, Contractor may be exposed to confidential and proprietary information of Company, whether or not so identified (including without limitation this Agreement). Contractor agrees:

- i) To hold such confidential information in strict confidence;
- ii) Not to disclose such confidential information to any third party except as specifically authorized herein or as specifically authorized by Company in writing;
- iii) Not to use any confidential information for any purpose inconsistent with this Agreement.

B. Contractor shall not, without the prior written consent of Company, use Company's name in any advertising or promotional literature or publish any articles relating to Company, this Agreement, or the Services and shall not otherwise refer to the retention of Contractor to render consulting services hereunder.

SECTION 6: WARRANTIES AND INDEMNIFICATION

A. Contractor represents and warrants that:

i) The Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and Contractor shall obtain all permits or permissions required to comply with such laws, rules or regulations;

ii) Contractor has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of Contractor, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of Contractor or any material contract to which it is a party;

v) Contractor will perform the Services in accordance with the specifications established by the Company.

B. Company represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of Company, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of Company or any material contract to which it is a party.

C. Contractor shall comply with all of Company's standards and procedures when working on-site at Company, including without limitation, standards relating to security.

D. Company shall not be liable for injury or death occurring to Contractor or any of its employees or other assistants in the course of performing this Agreement.

E. Contractor hereby indemnifies and holds harmless Company, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by Contractor hereunder, the work of employees of Contractor while performing the Services of Contractor hereunder, or any breach or alleged breach by Contractor of this Agreement, including the warranties set forth herein. Company shall retain control over the defense of, and any resolution or settlement relating to, such Loss. Contractor will cooperate with Company and provide reasonable assistance in defending any such claim.

SECTION 7: TERM AND TERMINATION

A. The term of this Agreement shall commence on the date hereof and shall continue in effect until otherwise terminated pursuant to Section 7B herein (hereinafter the "Term").

B. This Agreement may be terminated:

i) by either party upon ninety (90) days' prior written notice, with or without cause;

ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within ten (10) days of receipt of written notice of the breach; or

iii) by Company at any time and without prior notice, if Contractor misses a booking without prior notice to and accommodation by Company, fails or refuses to comply with Company's policies, or is guilty of serious misconduct in connection with performance under this agreement

C. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any causes beyond the control of such party.

SECTION 8: DAMAGES AND REMEDIES

A. In the event of termination of this Agreement by Company pursuant to Section 7.B (i), Company shall have all remedies available to it at law and in equity.

B. In the event of termination pursuant to Section 7.B (ii), and provided that Contractor is not in material breach of its obligations hereunder, Contractor shall be entitled to keep all monies already paid pursuant to Section 2 and Company's sole obligation shall be to pay Contractor the amount due for Services already acceptably performed, pro rata. In no event shall Company be liable for any lost profits or consequential, incidental or special damages.

C. Contractor waives any and all right to injunctive relief in the event of any dispute with Company, and Contractor's sole remedy in such a dispute shall be at law.

Section 9: GENERAL TERMS

A. This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to contracts made and fully performed therein, and the state and federal courts located in Duval County, Florida shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

B. Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth above or to such other address as that party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

C. Company may freely assign this Agreement, in whole or in part. Contractor may not, without the written consent of the Company, assign, subcontract, or delegate its obligations under this Agreement, except that Contractor may transfer the right only to receive any amounts which may be payable to it for performance under this Agreement, and then only after receipt by Company of written notice of such assignment or transfer. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

D. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

E. Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of termination, shall survive such expiration or termination.

F. This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

CONTRACTOR

By: _____
Title:

COMPANY

By: _____
Title: President/Ceo of Kiss This Makeup, LLC

EXHIBIT A

The following describes the scope of Contractor's work, payments to Contractor for performance of the Services, and a description of the Services to be performed

To be sent separately per contractor.