### IN THE SUPREME COURT OF THE STATE OF NEVADA 1 2 3 INTERNATIONAL ACADEMY OF STYLE, Case Not 05 2021 41:15 p.m. 4 Petitioner, 5 Elizabeth A. Brown Clerk of Supreme Court 6 VS. 7 DIVISION OF INDUSTRIAL RELATIONS, and the NEVADA DEPARTMENT OF 8 ADMINISTRATION, APPEALSOFFICER 9 SHEILA MOORE, 10 Respondents. 11 12 JOINT APPENDIX, **VOLUME VIII OF XI** 13 14 15 JASON D. GUINASSO, ESQ. CHIRSTOPHER A. ECCLES, ESQ. 16 Nevada Bar No. 8478 Nevada Bar No. 9798 ALEX R. VELTO, ESQ. JENNIFER J. LEONESCU 17 Nevada Bar No.14961 Nevada Bar No. 6036, ESQ. 18 Hutchison & Steffen, PLLC State of Nevada Division of 5371 Kietzke Lane **Industrial Relations** 19 Reno, NV 89511 3360 W. Sahara Ave., Ste. 250 20 Tel.: 775-853-8746 Tel: 702-486-9073 21 Fax: 775-201-9611 ceccles@dir.nv.gov iguinasso@hutchlegal.com ileonescu@dir.nv.gov 22 avelto@hutchlegal.com 23 Attorneys for International Academy Attorneys for Respondent of Style Division of Industrial Relations 24 25 26 27

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# JOINT APPENDIX INDEX (Chronological)

Document Name	Date Filed	Bates	Vol. No.
Petition for Judicial Review	03/06/20	JA0001- JA0010	I
Exhibit 1 to Petition for Judicial Review – Decision and Order before the Appeals Officer under Appeal No.'s 1702537-SYm & 1702545-SYM dated February 20, 2020	3/6/2020	JA0011- JA0024	I
Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District Court Case No. CV20-00445	03/06/20	JA0025- JA0052	II
Exhibit 1 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District Court Case No. CV20-00445 -International Academy of Style's Documentary Exhibit 1 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0053- JA0072	II
Exhibit 2 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District Court Case No. CV20-00445 – International Academy of Style's Documentary Exhibit 2 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0073- JA0225	II
Exhibit 3 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District Court Case No. CV20-00445 – International Academy of Style's Documentary Exhibit 3 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0226- JA0316	III
Exhibit 4 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District Court Case No. CV20-00445 - International Academy of Style's Documentary Exhibit 4 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0317- JA0406	III
Exhibit 5 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District Court Case No. CV20-00445 - International Academy of Style's Documentary Exhibit 5 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0407- JA0430	III

1	Exhibit 6 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District	3/6/2020	JA0431- JA0660	IV
2	Court Case No. CV20-00445 - International Academy of Style's Documentary Exhibit 6 Before the Appeals Officer			
3	under Appeal No. 1702537-SYM dated June 28, 2017			
4	Exhibit 7 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District	3/6/2020	JA0661- JA0667	V
5	Court Case No. CV20-00445 - International Academy of Style's Documentary Exhibit 7 Before the Appeals Officer			
0	under Appeal No. 1702537-SYM dated June 28, 2017	2/10/2020	140660	V
7	Minutes [Court finds Plaintiff's Application for Stay of Appeal Officer's February 20, 2020 is deemed moot. Plaintiff	3/10/2020	JA0668	V
8	must keep worker's compensation coverage active pending			
9	resolution of this case] filed under District Court Case No. CV20-00445			
10	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	04/22/20	JA0669- JA0675	V
11	under District Court Case No. CV20-00445			
12	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2020	JA0676- JA0688	VI
13	under District Court Case No. CV20-00445- Decision and Order, Appeals Officer Sheila Y. Moore dated 2/20/2020			
14	under Appeal No.'s 1702537-SYM and 1702545-SYM			
15	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2020	JA0689- JA0704	VI
16	under District Court Case No. CV20-00445 – Reply in		0110,01	
17	Support of Closing Argument submitted on behalf of			
	Employer/Petitioner dated 8/9/2019 under Appeal No.'s 1702537-SYM and 1702545-SYM			
18	Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA0705-	VI
19	Administrative Procedure Act (Chapter 233B of NRS) filed		JA0711	
20	under District Court Case No. CV20-00445 – DIR Closing Argument on behalf of DIR/Respondent dated 8/1/2019 under			
21	Appeal No.'s 1702537-SYM and 1702545-SYM			
22	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2020	JA0712- JA0738	VI
23	under District Court Case No. CV20-00445 – Closing Argument submitted on behalf of Employer/Petitioner dated			
24	12/31/18 under Appeal No.'s 1702537-SYM and 1702545-			
25	SYM Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA0739-	VI
26	Administrative Procedure Act (Chapter 233B of NRS) filed	11 221 2020	JA0795	V 1
	under District Court Case No. CV20-00445 – Transcript of Proceedings from Appeal Hearing dated November 8, 2018			
27	filed 11/28/2018			
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Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – International Academy of Style's Documentary Exhibit # 1 under Case No. 1706718	4/22/2020	JA0796- JA0809	VI
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style's Documentary Exhibit #2 dated 6/28/2017</i>	4/22/2020	JA0810- JA0961	VI,VII
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style's Documentary Exhibit #3 dated 6/28/2017</i>	4/22/2020	JA0962- JA1051	VII
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style's Documentary Exhibit #4 dated 6/28/2017</i>	4/22/2020	JA1052- JA1140	VII
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style's Documentary Exhibit #5 dated 6/28/2017</i>	4/22/2020	JA1141- JA1164	VII,VIII
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style's Documentary Exhibit #6 dated 6/28/2017</i>	4/22/2020	JA1165- JA1394	VIII
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style's Documentary Exhibit #7 dated 6/28/2017</i>	4/22/2020	JA1395- JA1400	IX
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Evidence Packet for the Division of Industrial Relations (DIR) Exhibit #8 dated 6/27/2017	4/22/2020	JA1401- JA1556	IX
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Evidence Packet for the Division of Industrial Relations (DIR) Exhibit #9 dated 6/27/2017	4/22/2020	JA1557- JA1643	IX, X
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Supplemental Evidence Packet for the Division of Industrial Relations (DIR) Exhibit #10 dated 11/8/2018	4/22/2020	JA1644- JA1649	X

1 2 3	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Order, Appeals Officer Moore filed 1/17/2020	4/22/2020	JA1650- JA1651	X
5	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Order, Appeals Officer Moore, Filed 7/3/2019	4/22/2020	JA1652- JA1653	X
6	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1654-	X
7 8	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Order, Appeals		JA1655	
	Officer Moore, Filed 6/27/2019 Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1656-	X
9 10	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Order, Appeals Officer Moore, Filed 11/13/2018		JA1657	
11	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1658-	X
12	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Order, Appeals Officer Moore, Filed 9/18/2018		JA1659	
	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1660-	X
14 15	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Order, Appeals Officer Moore, Filed 8/17/2018		JA1661	
16	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1662-	X
17	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 - <i>Order, Appeals Officer Moore, Filed 8/15/2018</i>		JA1663	
18	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1664-	X
19 20	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 - Order, Appeals Officer Moore, Filed 6/26/2018		JA1665	
21	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1666-	X
22	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 - <i>Order, Appeals</i>		JA1667	
23	Officer Moore, Filed 5/24/2018 Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1668-	X
24	Administrative Procedure Act (Chapter 233B of NRS) filed	22, 2017	JA1669	4.
25	under District Court Case No. CV20-00445 - <i>Order, Appeals Officer Moore, Filed 2/23/2018</i>			
26	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2019	JA1670- JA1671	X
27	under District Court Case No. CV20-00445 - Order, Appeals			
28	Officer Moore, Filed 12/22/2017			

1	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2019	JA1672- JA1673	X
2	under District Court Case No. CV20-00445 - <i>Order, Appeals Officer Moore, Filed 12/08/2017</i>			
3	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1674-	X
4	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 - Order, Appeals		JA1675	
5	Officer Moore, Filed 9/7/2017 Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1676-	X
6	Administrative Procedure Act (Chapter 233B of NRS) filed	1,22,2019	JA1677	11
7	under District Court Case No. CV20-00445 - Order, Appeals Officer Moore, Filed 7/18/2017			
8	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1678-	X
9	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1681	
9	under District Court Case No. CV20-00445 – <i>International</i>			
10	Academy of Style's Motion for Continuance and Resetting			
11	dated 7/14/2017 Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1682-	X
12	Administrative Procedure Act (Chapter 233B of NRS) filed	11 22 12019	JA1684	11
	under District Court Case No. CV20-00445 – <i>Pre-Hearing</i> Statement of the Division of Industrial Relations (DIR) dated			
13	6/30/2017			
14	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1685-	X
15	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1686	
16	under District Court Case No. CV20-00445 – <i>Notice of Appearance filed 6/27/2017</i>			
10	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1687-	X
17	Administrative Procedure Act (Chapter 233B of NRS) filed	112212019	JA1690	11
18	under District Court Case No. CV20-00445 – <i>Pre-Hearing</i>			
	Statement submitted on behalf of International Academy of			
19	Style filed on 6/28/2017	4/22/2019	IA 1601	v
20	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2019	JA1691- JA1692	X
21	under District Court Case No. CV20-00445 – Order, Appeals		0111072	
	Officer Moore, filed 5/4/2017			
22	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1693-	X
23	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1696	
24	under District Court Case No. CV20-00445 – Motion for Continuance submitted on behalf of International Academy of			
24	Style filed on 5/3/2017			
25	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1697-	X
26	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1698	
	under District Court Case No. CV20-00445 – Order, Appeals			
27	Officer Moore, filed 4/20/2017			

1	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2019	JA1699- JA1702	X
2	under District Court Case No. CV20-00445 – Motion for Continuance submitted on behalf of International Academy of			
3	Style filed on 4/19/2017			
4	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2019	JA1703- JA1704	X
5	under District Court Case No. CV20-00445 – Notice of Appeal and Order to Appear filed on March 23, 2017			
6	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1705	X
7	Administrative Procedure Act (Chapter 233B of NRS) filed			
8	under District Court Case No. CV20-00445 – Request for Hearing Before the Appeals Officer filed on 3/20/2017			
	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1706	X
9	Administrative Procedure Act (Chapter 233B of NRS) filed			
10	under District Court Case No. CV20-00445 – Certificate of Mailing dated 3/20/2017			
11	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1707-	X
12	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Letter of</i>		JA1708	
13	Determination dated 3/14/2017	4/20/2010	141700	X
14	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2019	JA1709- JA1710	Λ
15	under District Court Case No. CV20-00445 – Order, Appeals Officer Moore, filed 7/18/2017			
16	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1711-	X
17	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Motion for</i>		JA1714	
18	Continuance and Resetting submitted on behalf of Employer/Petitioner			
19	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1715-	X
20	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Pre-Hearing</i>		JA1717	
21	Statement of the Division of Industrial Relations filed 6/30/2017			
22	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1718-	X
23	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Notice of</i>		JA1719	
24	Appearance filed 6/27/2017	4/00/2010	TA 1720	37
25	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2019	JA1720- JA1723	X
26	under District Court Case No. CV20-00445 – International Academy of Style's Pre-Hearing Statement			
27	Academy of style's 1 re-frearing statement			

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1	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1724-	X
	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Order, Appeals</i>		JA1725	
2	Officer Moore, filed on 5/4/2017			
3	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1726-	X
4	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Motion for</i>		JA1729	
5	Continuance and Resetting Hearing submitted on behalf of International Academy of Style filed on 5/2/2017			
6	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1730-	X
7	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Order, Appeals</i>		JA1731	
8	Officer Moore, filed on 4/20/2017			
9	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2019	JA1730- JA1735	X
10	under District Court Case No. CV20-00445 – Motion for			
11	Continuance and Resetting submitted on behalf of International Academy of Style filed on 4/19/2017			
12	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1736-	X
	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1737	
13	under District Court Case No. CV20-00445 – <i>Notice of</i>			
14	Appeal and Order to Appear filed on 3/23/2017 Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1738	X
15	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Request for	4/20/2017	3711730	71
16	Hearing Before the Appeals Officer filed on 3/20/2017			
17	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1739	X
1 /	Administrative Procedure Act (Chapter 233B of NRS) filed			
18	under District Court Case No. CV20-00445 – Certificate of Mailing filed March 23, 2017			
19	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1740-	X
20	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1741	
	under District Court Case No. CV20-00445 – <i>Letter of Determination dated 3/14/2017</i>			
21	Transmittal of Record on Appeal filed under District Court	04/22/20	JA1742-	XI
22	Case No. CV20-00445		JA1744	
23		0.5/0.4/2.0		
24	Petitioner's Opening Brief filed under District Court Case No. CV20-00445	06/01/20	JA1745- JA1776	XI
25	Respondent Division's Answering Brief filed under District	08/13/20	JA1777-	XI
26	Court Case No. CV20-00445		JA1820	
27	Petitioner's Reply Brief filed under District Court Case No. CV20-00445	09/14/20	JA1821- JA1829	XI
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Order Setting Hearing filed under District Court Case No. CV20-00445	10/29/20	JA1830- JA1831	XI
Minutes - Oral Arguments Petition for Judicial Review	2/11/2021	JA1832- JA1833	XI
Transcript of Proceedings Oral Arguments	2/11/2021	JA1833a- JA1833hh	XI
Order Denying Petition for Judicial Review filed under District Court Case No. CV20-00445	03/01/21	JA1834- JA1844	XI
Notice of Entry of Order filed under District Court Case No. CV20-00445	03/31/21	JA1845- JA1860	XI
Case Appeal Statement filed under District Court Case No. CV20-00445	04/30/21	JA1861- JA1867	XI
Notice of Appeal filed under District Court Case No. CV20-00445	04/30/21	JA1868- JA1883	XI
Certificate of Clerk and Transmittal—Notice of Appeal filed under District Court Case No. CV20-00445	05/03/21	JA1884	XI

**CERTIFICATE OF SERVICE** Pursuant to NRAP 25(c), I certified that I am an employee of Hutchison & Steffen, PLLC and that on this date I caused to be served a true and correct copy of **JOINTAPPENDIX**, **VOLUME VIII OF XI** on the following as indicated below: Christopher A. Eccles Jennifer J. Leonescu 3360 W. Sahara Ave., Ste. 250 0 Las Vegas, NV 89102 ceccles@dir.nv.gov *jleonescu@dir.nv.gov* (Via Electronic service through the Nevada Supreme Court's Eflex system) I declare under penalty of perjury that the foregoing is true and correct. Executed on October 5, 2021, at Reno, Nevada. /s/ Bernadette Francis BERNADETTE FRANCIS 

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manner and means of work.

desk, answering phones, or taking roll.

commercial business enterprise.

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breach of Agreement would occur. 12 44. No instructor's job duties consist of opening the school, working the front

40. No instructor is required to follow IAS' instructions. 41. No instructor is prohibited from refusing work or suffers any ramification if work is refused. 42. No instructor works exclusively for IAS. 43. No instructor is expected to locate an "employee" to cover his or her work. Pursuant to the Agreements, instructors agree to provide services at specific times and days and, in the event an instructor cannot fulfill his or her part of the Agreement, the instructor is responsible for finding someone qualified to fulfill that part of the Agreement, otherwise a

IAS does not have the right to control and direct any other Consultant's daily

46. No instructor is required to perform assigned tasks in the order of sequence prescribed by IAS.

No instructor's services are a direct extension and integral part of IAS'

- 47. No instructor assists in managing the school operations, school staff, and the school's instructional programs as directed.
- 48. No instructor is employed for the specific purpose of assisting in the management of the school under contract with IAS.
- 49. I have been deprived of all meaningful opportunities to present facts and evidence disputing a finding and assessment that wages were paid and unemployment insurance owed on ten anonymous employees.

I relied on the representations of Ms. Maguire at DETR that DETR had 50. everything it needed for this matter to finally be resolved based solely on the wage of Ms.

At the present time and at all other relevant times at issue in Levy of 51. Assessment, IAS had no other employees prior to or since Ms. Slazas and no other payroll to

I declare under penalty of perjury under the laws of the State of Nevada that 52. the foregoing Affidavit is true and correct.

FURTHER AFFIANT SAYETH NOT. 55.

LONI D. CASTEEL

JAMES J. BALLARD Notary Public, State of Nevada

Appointment No. 12-6741-2 My Appt. Expires December 14, 2015

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I am contracted at International Academy of Style (IAS)as a licensed consultant/instructor. I rent an instructor chair at IAS and bill the student independent contractor retainer account for the hours that I make myself available to the students. I also maintain and charge a clientele outside of IAS. I have a City and State business license for the salon and IAS. I choose to be an Independent Contractor at IAS and have no desire to be an employee.

I am contracted to consult and instruct students. I instruct the classes and students of my choice. My instruction is only restricted by the compliance laws of the State of Nevada Board of Cosmetology and Accreditation laws. IAS does not in any way control what I teach, who I teach or how I teach. Students are allowed to pick the instructor that best suits the student and or the client. This method benefits the instructor and the student. I have the ability to choose to not consult for a student without any consequences; IAS does not and never has terminated a licensed instructor/consultant.

I work for the students. I charge and bill the students for the time I am available to them. I may help the same student three times on the same client, or I may help a student only once on a client therefore it is not possible for me to charge according to each consult as I must remain available whether the student needs help once or many times.

Bonnie Schultz (co –owner) opens the school and performs all closing activities before she leaves for the day, leaving the only thing left to do is turn out the lights and lock the door. If I am the last one at the salon I turn out the lights and lock the door also, this does not mean I am the official closer. All instructors have a key to IAS no one is assigned or instructed to close.

Students work the front desk as that is part of the curriculum that is required by Nevada board of Cosmetology. Working the front desk includes booking appointments, answering the phone and checking clients in. Because a student is required to clock front desk hours a student may require me to instruct the student on the front desk. I do not book appointments, answer the phone or check clients in, I only consult a student that is in need of help on this task. Students clock in on a computer and therefore roll, attendance and all student records are computerized and handled by Loni Casteel.

if IAS contracts with a new instructor I in no way am considered to be this new instructor's supervisor. I have contracted to consult/instruct students and only students. I do not assume any role other than a consulting instructor for students. All instructors are the same there is no management or supervisor above any instructor.

I choose what days and what hours I am going to rent my instructors chair. I come and go as I please. I have the ability to substitute myself with another instructor. I am Licensed and need no instruction from IAS or another instructor to perform consultations for the students. I bring and use my own tools and supplies. IAS does not reimburse me for expenses. I do not perform work that is a direct extension or an integral part of International Academy of Style. I believe this as the students choose to pick me as their instructor if no student picked me IAS would not lose money or close. If I didn't show up IAS would not lose money or close but I would lose money. If students continued to not choose me for their consultant instructor, IAS would choose to not contract with me again when my current contract ended or expired

and I would lose money. I do have opportunity for profit or lose according to my ability to instruct students in a fashion that they chose me as the instructor for their consultations.

I will be happy to testify to all the statements I have made.

Thank You

Charissa Banks

7/22/2014

State of Nevada County of Washoe

Signed and sworn before me

M. PAPPAS
Notary Public - State of Nevada
Appointment Recorded in Washoe County

No: 12-7099-2 - Expires March 6, 2016

By 7

JA1159

IAS0343

I am contracted at International Academy of Style (IAS) as a licensed consultant/instructor. I rent an instructor chair at IAS and bill the student independent contractor retainer account for the hours that I make myself available to the students. I also work in a salon "Shear Bliss" and rent a chair there where I charge Clients. I have a City and State business license for the salon and IAS. I choose to be an Independent Contractor at IAS and have no desire to be an employee.

I am contracted to consult and instruct students. I instruct the classes and students of my choice. My instruction is only restricted by the compliance laws of the State of Nevada Board of Cosmetology and Accreditation laws. IAS does not in any way control what I teach, who I teach or how I teach. Students are allowed to pick the instructor that best suits the student and or the client. This method benefits the instructor and the student. I have the ability to choose to not consult for a student without any consequences; IAS does not and never has terminated a licensed instructor/consultant.

I work for the students. I charge and bill the students for the time I am available to them. I may help the same student three times on the same client, or I may help a student only once on a client therefore it is not possible for me to charge according to each consult as I must remain available whether the student needs help once or many times.

Bonnie Schultz (co -owner) opens the school and performs all closing activities before she leaves for the day, leaving the only thing left to do is turn out the lights and lock the door. If I am the last one at the salon I turn out the lights and lock the door also, this does not mean I am the official closer. All instructors have a key to IAS no one is assigned or instructed to close.

Students work the front desk as that is part of the curriculum that is required by Nevada board of Cosmetology. Working the front desk includes booking appointments, answering the phone and checking clients in. Because a student is required to clock front desk hours a student may require me to instruct the student on the front desk. I do not book appointments, answer the phone or check clients in, I only consult a student that is in need of help on this task. Students clock in on a computer and therefore roll, attendance and all student records are computerized and handled by Loni Casteel.

If IAS contracts with a new instructor I in no way am considered to be this new instructor's supervisor. I have contracted to consult/instruct students and only students. I do not assume any role other than a consulting instructor for students. All instructors are the same there is no management or supervisor above any instructor.

I choose what days and what hours I am going to rent my instructors chair. I come and go as I please. I have the ability to substitute myself with another instructor. I am Licensed and need no instruction from IAS or another instructor to perform consultations for the students. I bring and use my own tools and supplies. IAS does not reimburse me for expenses. I do not perform work that is a direct extension or an integral part of International Academy of Style. I believe this as the students choose to pick me as their instructor if no student picked me IAS would not lose money or close. If I didn't show up IAS would not lose money or close but I would lose money. If students continued to not choose me for their consultant instructor, IAS would choose to not contract with me again when my current contract ended or expired

and I would lose money. I do have opportunity for profit or lose according to my ability to instruct students in a fashion that they chose me as the instructor for their consultations.

I will be happy to testify to all the statements I have made.

Thank You

Faustine Flamm

7/22/2014

REBECCA J. RIERSGARD
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 03-85011-2 - Expires October 20, 2015

State of Nevada County of Washoe

This instrument was acknowledged before me

on gover fully

By x Foustin Flamm xx



# **Acknowledgment by Individual**

State of	County of	
Nevacla	washoe	
On this 23 day of July	, 20 14 before me,1	Macia Gordon Name of Notary Public
the undersigned Notary Public, personally	y appeared	0
Joyce Mikesel	_	= 1
Name of Signer(s)		e)
O Proved to me on the oath of		
O Personally known to me	•	
roved to me on the basis of satisfa	ctory evidence Nevach Drive	ers License Description of ID)
to be the person(s) whose name(s) is/are	subscribed to the within instrument, and ackno	owledged that he/she/they executed it.
WITNESS my hand and official seal.		
MARIA GORDON MOTARY PUBLIO STATE OF NEWDAA My Contribution Expires: 08-01-18. Cartificate No: 11-6570-8	My commission	(Signature of Notary Public) expires 8-1-2015
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0565350 (7-11)



FO01-00000DSG5350-01

JA1162 487 IAS0346 I am contracted at International Academy of Style (IAS)as a licensed consultant/instructor. I rent an instructor chair at IAS and bill the student independent contractor retainer account for the hours that I make myself available to the students. I also work in a salon "Beauty Boutique" and rent a room there where I charge Clients. I have a City and State business license for the salon and IAS. I choose to be an Independent Contractor at IAS and have no desire to be an employee.

I am contracted to consult and instruct students. I instruct the classes and students of my choice. My instruction is only restricted by the compliance laws of the State of Nevada Board of Cosmetology and Accreditation laws. IAS does not in any way control what I teach, who I teach or how I teach. Students are allowed to pick the instructor that best suits the student and or the client. This method benefits the instructor and the student. I have the ability to choose to not consult for a student without any consequences; IAS does not and never has terminated a licensed instructor/consultant.

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and I would lose money. I do have opportunity for profit or lose according to my ability to instruct students in a fashion that they chose me as the instructor for their consultations.

I will be happy to testify to all the statements I have made.

Thank You

Lisa Pike

7/22/2014 1 23/2014

ESTEPHANIA JIMENEZ-SABREE
Notary l'ublic - State of Nevada
Appointment Recorded in Washoe County
No: 12-9317/2 - Expires October 5, 2016

State of Nevada

County of Washoe

This instrument was acknowledged before me

on <u>25</u>

By+Lisa

JA1164

ี R ด IAS0348



Jason D. Guinasso, Esq.
Nevada Bar No. 8478
Reese Kintz Guinasso
190 W. Huffaker Lane, Suite 402
Reno, NV 89511
Attorney for International Academy of Style

NEVADA DEPARTMENT OF ADMINISTRATION

BEFORE THE APPEALS OFFICER

In the Contested Matter of:

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of Case No.: 1706718

INTERNATIONAL ACADEMY OF STYLE, BONNIE SCHULTZ & LONI CASTEEL Appeal No.: 1702545-SYM

**INTERNATIONAL ACADEMY OF STYLE'S** 

**DOCUMENTARY EXHIBIT #6** 

ENTERED INTO EVIDENCE AS EXHIBIT





REG Reese Kintz, Guinasso 190 W Huffaker Ln

Reese Kintz, Guinasso 190 W Huffaker Ln Suite 402 Reno, NV 89511 (775) 853-8746 24

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Page 1 of 3

JA1165 490

# **AFFIRMATION**

The undersigned does hereby affirm that INTERNATIONAL ACADEMY OF STYLE'S DOCUMENTARY EXHIBIT #6 filed under Appeal No. 1702545-SYM:

Does not contain the social security number of any person.

-OR-

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☐ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

-or-

B. For the administration of a public program or for an application for a federal or state grant.

DATED this 28 day of June, 2017

Jason D. Quinasso, Esq.

Attorney for International Academy of Style

22 RISG

Reese Kintz,
Guinasso
190 W Huffaker Ln
Suite 402

Suite 402 Reno, NV 89511 (775) 853-8746 24

25

## CERTIFICATE OF SERVICE

I am a resident of the State of Nevada, over the age of eighteen years, and not a party to the within action. My business address is 190 W. Huffaker Lane, Suite 402, Reno, Nevada, 89511.

On June 28, 2017, I served the following:

## INTERNATIONAL ACADEMY OF STYLE'S

### **DOCUMENTARY EXHIBIT #6**

on the following in said cause as indicated below:

INTERNATIONAL ACADEMY STYLE	DIVISION OF INDUSTRIAL
BONNIE SCHULTZ & LONI CASTEEL	RELATIONS
2295 MARKET STREET	400 WEST KING STREET, SUITE 400
RENO, NV 89502	CARSON CITY, NV 89703
(VIA U.S. MAIL)	(VIA U.S. MAIL)
LEGAL SECTION	DEPARTMENT OF ADMINISTRATION
DIVISION OF INDUSTRIAL RELATIONS	APPEALS DIVISION
400 WEST KING STREET, SUITE 201	1050 E WILLIAM ST., SUITE 450
CARSON CITY, NV 89703	CARSON CITY, NV 89701
(VIA HAND DELIVERY)	(VIA HAND DELIVERY)

I declare under penalty of perjury that the foregoing is true and correct. Executed on

June 2017, at Reno, Nevada.

KATRINA A. TORRES

190 W Huffaker Ln Suite 402 Reno, NV 89511 (775) 853-8746

JA1167

# INDEX TO INTERNATIONAL ACADEMY OF STYLE'S DOCUMENTARY EXHIBIT #6 Appeal No. 1702545-SYM

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Reese Kintz, Quinasso 190 W Huffaker Ln Suite 402 Reno, NV 89511 (775) 853-8746 24

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES SE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL SE						
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The ACORD name and logo are registered marks of ACORD

IAS0349

# International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

# INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this
--

## Preamble

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including: cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 2. TERMINATION: This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice.

496 IAS0350

Termination of services without providing the required notice will constitute a breach of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

A. Instructor is charged with a felony crime;

B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;

C. Instructor fails to perform his or her services in a competent manner;

D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;

E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;

F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;

G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.

NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand 3. delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

> Loni D. Casteel or Bonnie Schultz International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

> > pg. 2\_118

4.	accordance	F SERVICES: ce with the ten	Instructor shal rms and condition	l provide ns stated h	instructi erein, an	on in d any s	the pecif	below ically re	fields in eferenced
Please	describe	Cosmetology Hair Design Licensed Ins the other serv	v Services Services structor Services vices you intend to	o provide	4	Nail T	echn	n Servicology Services	ervices

DUTIES: Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as 5. such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. 6. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing. pg. 3\_4/1

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$240 per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by Instructor personally, as the services agreed to are specialized in nature based on Instructor's own personal experience, skill and knowledge.

 SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:30 p.m., with the last client taken at 6:30 p.m., Saturdays from 10:00 a.m. to 5:30 p.m., with the last client taken at 4:30 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of

pg. 4\_<u>hull</u>

IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:

during the term	of this Agreer	ment: u <del>m/</del> pm) to	2 45	(am/pm)
Tuesday: Wednesday:		$m/pm$ ) to $_{-}$	444	(am/pm)
Thursday:		m/pm) to _	445	(am/pm)
Friday:		am/pm) to _	400	(am/pm)
Saturday:	(8	am/pm) to _		(am/pm)

The hourly rate for Instructor's services under this Agreement is  $$ _{-}15$  per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

pg. 5\_4\_0

# In addition to the above, Instructor represents as follows:

		Instructor's	<u>Initials</u>
		YES	NO
A.	Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?	48	
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?		up
C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?		<u>und</u>
D.	Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?		40
E.	Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?	Life	
F.	Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?		<u> 100</u>
G.	Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?	_life	

- 9. REPORTING OF INCOME: It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- 10. INSURANCE COVERAGE: Instructor, as an independent contractor and not an employee of IAS, must carry policies of insurance, to the extent required by law, and pay all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor

pg. 6 4/1

hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement.

Copies of proof of insurance must be attached to this Agreement at Attachment A. In the event Instructor is a sole proprietor and has elected not to maintain worker's compensation coverage on his or herself, an executed Notice of Sole Proprietorship with No Employees and Election not to Maintain Worker's Compensation Coverage must be attached in lieu of proof of insurance.

- 11. COMPLIANCE WITH LEGAL OBLIGATIONS: Instructor shall maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.
- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- 13. ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.

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- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

pg. 8\_W

- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- 26. **DUPLICATE COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. **EFFECTIVE DATE:** This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay Instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

pg. 9 h/

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. UNDERSTANDING, INSTRUCTOR'S CONSTRUED ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by and hy both parties.

written instrument signed by both part	
This Agreement is hereby entered into thi	s 5 day of January 20 M
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Wasker	Authorized Signature
Authorized Signature	a light
Printed Name	Printed Name
Instructor	2295 Market Street Reno, Nevada 89502 (775) 823-9003
Business/Company Name	(773) 023-7003
lupol Vista Bella Ln. Address	·s
City, State, Zip	
715 303-858 Phone Cell Phone	
Fax	
Charissa bankse yahoo. wm	
EIN, UNI or SSN	pg. 10 <i>luft</i>

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IAS0359

### Form W = 3 (Rev. December 2014) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Appara	Revenue Bervice	land on the lines do	not beeve this line blank.				
	1 Name (as shown	on your income tax return). Name is required on this line; do	rides indexes their state returning	£5	75		
	MANUEL	11 Dank C					
_1	2 Business name/	disregarded entity name, if different from above					
on page 2	3 Check appropri	lowing seven boxes; n Rarinership	Trust/ostate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
Print or type : Instructions	eingle-memb	er LLC	B corporation, Peparinersh	ip) >	Exempt payee code (if any)  Exemption from FATCA reporting		
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و ع	Other (see in	ar, street, and spt. or suite no.)		Requester's nume	and address (optional)		
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	@ City, etate, and	7ID code					
8	1 K.	NV 8952					
٠,	7 List account nu	(mber(s) here (options)					
Pa	Taxo	yer Identification Number (TIN)		Goolel e	eurity number		
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reeid	ient allen, sole pro	iprietor, or disregarded entity, see the Part I institucion oyer identification number (EIN). If you do not have a r	number, see How to get	a C			
					r Identification number		
Note	. If the account is	in more than one name, see the instructions for line 1	PUO (US CURIT OU PARS.	7,0"			
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	171 	dNo-					
		fication					
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GI	SUALST LITOR	o the Internal Revenue Code unless otherwise noted.	. Form 1099-C (cancel	led debt)			
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An	individual or entity (F on with the IAS mus	form W-9 requester) who is required to file an information to blain your correct texpayer identification number (TIN)	Divisioning the filled-	out form, you:			
which may be your social security number (GTIN), or employer			1. Certify that the TiN you are giving is correct (or you are waiting for a number				
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Form 1099-DiV (dividends, including those from stocks or mutual funds)     Form 1099-MIRC (various types of income, prizes, awards, or gross proceeds)			any partnership incom	ejan benjaete, ejjei 18 itom e O'o' gen	e of effectively connected income, and		
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		Cat. N	lo. 10231X		±04m) ±4		

## Attachment A

# Attachment A

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# Attachment B

# Attachment B

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-- 508 IAS0362 .IA1183 SECRETARY OF STATE

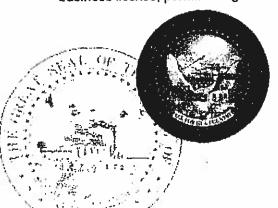


# NEVADA STATE BUSINESS LICENSE Sole Proprietor CHARISSA MARIE BANKS

Nevada Business Identification #NV20131678246 Expiration Date: 11/30/2017

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 10/12/2016

schara K. Cegovske

BARBARA K. CEGAVSKE Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases.

Failure to do so will result in late fees or penalties which by law cannot be waived of there is no fee for cancellation.

JA1184

LICENSE #:

125820

01/31/2017

EXPIRATION DATE:

THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

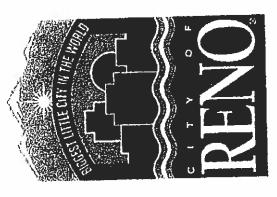
EFFECTIVE DATE:

02/01/2016

CLASSIFICATION: BUSINESS

General Business

RENO, WASHOE CO., NEVADA



THIS LICENSE EXPIRES AS SPECIFIED ABOVE

NEVADA AND RENO MUNICIPAL CODE LICENSED BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS OF THE STATUTES OF THE STATE OF

BUSINESS LOCATION:

2295 Market St

NAME OF BUSINESS:

Char's Charades

LICENSEE - NAME AND ADDRESS:

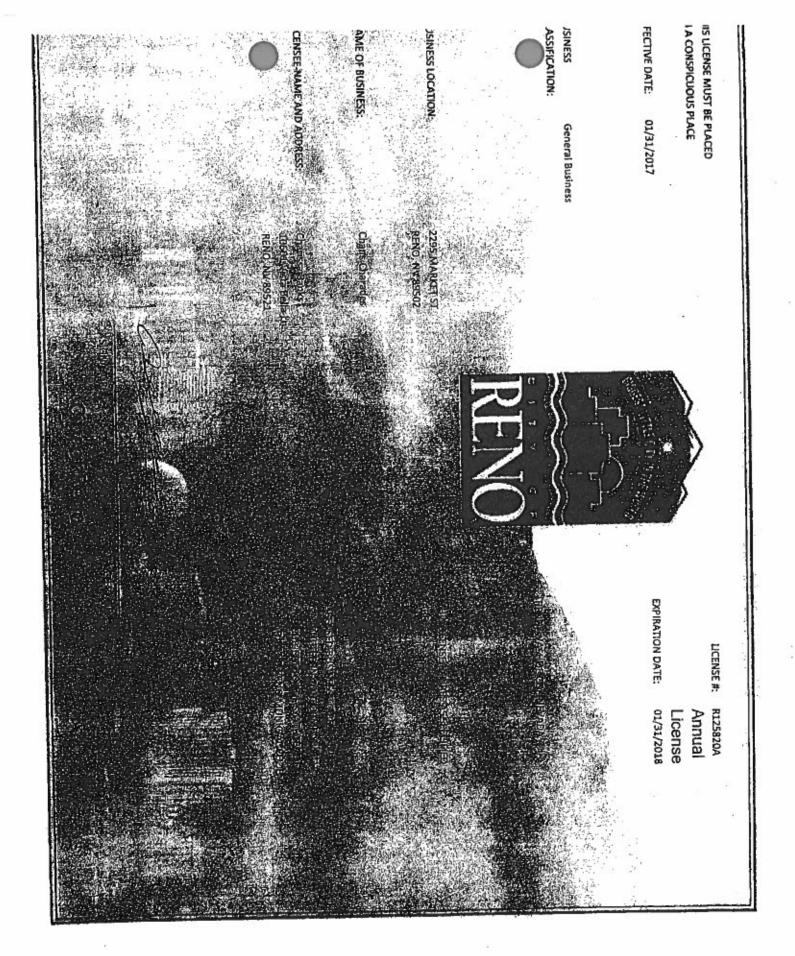
10601 Vista Bella Ln RENO, NV 89521 Charissa Banks

SIGNATURE

CITY CLERK

City of Reno

510 JA1185



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPOn. HE CERTIFICATE HOLDER. TO THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPOn. HE CERTIFICATE HOLDER. THE COVERAGE AFFORDED BY THE POLICIE CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER:  IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ses) must have ADDITIONAL INSURED provisions or be end in Subrogation in the certificate holder in the conditions of the policy, certain policies may require an endorsement. A statement of the subrogation of the policy, certain policies may require an endorsement. A statement of the certificate does not confer rights to the certificate holder in the conditions of the policy, certain policies may require an endorsement. A statement of the certificate holder in the certi	lorsed.
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NAIC 0720 E+ (888) 445-6112 ADDRESS:	
25657 P: (866) 467-8730 F. (666)	
O BOX 29611 Negrens Hartford Accident & Indemnity Co	
CHARLOTTE NC 28229	
NEURED HABITEET C:	
INSURER D:	
MELISSA WOLF	
732 BALZAR CIR	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space in required)

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	AUTHORIZED REPRESENTATIVE
INTERNATIONAL ACADEMY OF STYLE	yar Maellow
, S	© 1988-2015 ACORD CORPORATION. All rights reserved.
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ACORD 25 (2016/03)

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### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 10 day of 39 unary 2011 by and between International Academy of Style (hereinafter referred to as "IAS") and Melissa Wolf (hereinafter referred to as "Instructor").

### **Preamble**

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including: cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. TERMS: The terms of this agreement shall commence on the 10 day of 31 day of 2011 covering academic period(s).
- 2. TERMINATION: This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice.

Termination of services without providing the required notice will constitute a breach of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

- A. Instructor is charged with a felony crime;
- B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;
- C. Instructor fails to perform his or her services in a competent manner;
- D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;
- E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;
- F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;
- G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.
- NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand 3. delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

Loni D. Casteel or Bonnie Schultz International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

4.	accordance with the terms and attachments hereto.  Cosmetology Service Hair Design Service Licensed Instructors describe the other services you	d conditions ces es	s stated h	erein, ar	Aesthetician Services Nail Technology Services Other
**					

DUTIES: Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as 5. such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. 6. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

pg. 3 /w

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$172 per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by Instructor personally, as the services agreed to are specialized in nature based on Instructor's own personal experience, skill and knowledge.

 SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:30 p.m., with the last client taken at 6:30 p.m., Saturdays from 10:00 a.m. to 5:30 p.m., with the last client taken at 4:30 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of

pg. 4<u>/w</u>)

IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:

during the term	8:30 (am/pm) to 5:00 (am/om)
Tuesday:	
Wednesday:	NA (am/pm) to MA (am/pm)
Thursday:	NA (am/pm) to AA (am/pm)
Friday:	9:30 (am/pm) to 10:30 (am/pm)
•	W H (am/pm) to W H (am/pm)
Saturday:	W W (am/pm) to work (am/pm)

The hourly rate for Instructor's services under this Agreement is \$ 1500 per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

pg. 5/4/

### In addition to the above, Instructor represents as follows:

		Instructor's	<u>initials</u>
		YES	NO
A.	Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?	w	
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?		w
C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?		And
D,	Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?	<u> </u>	Tud
E.	Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?	and	
F.	Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?		Ju
G.	Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?	Aw	

- 9. **REPORTING OF INCOME:** It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- 10. INSURANCE COVERAGE: Instructor, as an independent contractor and not an employee of IAS, must carry policies of insurance, to the extent required by law, and pay all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor

pg. 6///

hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement.

Copies of proof of insurance must be attached to this Agreement at Attachment A. In the event Instructor is a sole proprietor and has elected not to maintain worker's compensation coverage on his or herself, an executed Notice of Sole Proprietorship with No Employees and Election not to Maintain Worker's Compensation Coverage must be attached in lieu of proof of insurance.

- 11. COMPLIANCE WITH LEGAL OBLIGATIONS: Instructor shall maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.
- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- 15. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.

pg. 7/11)

- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

pg. 8/44)

- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- 26. DUPLICATE COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. EFFECTIVE DATE: This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay Instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

pg. 8/11

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both instructor and IAS and is intended to prevent misunderstandings. UNDERSTANDING, INSTRUCTOR'S CONSTRUED AS ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any ions of this Agreement may be modified or amended as necessary only by

terms and conditions of this Agreement may be written instrument signed by both parties.	e modified or amended as necessary
This Agreement is hereby entered into this 10	lay of January 2017.
INSTRUCTOR	ATIONAL ACADEMY OF STYLE
Authorized Signature Author	zed Signature
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2295 N Reno,	farket Street Nevada 89502 323-9003
Melissa Wolf  Rusiness/Company Name	523-7000
732 BAZAV Cir Address	
Rano NU 89502 City, State, Zip	
(725) 224-75-63  Cell Phone	9
Fax	<u>u</u>
Email	34 34
EIN, UNI or SSN	pg. 19 <b>/1</b> 1/

bg. 19 MAY

JA1197

(Rev. December 2014)

### Request for Taxpayer Identification Number and Certification

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# Attachment A

# Attachment A

pg. 11/11

524 IAS0378 JA1199

## Attachment B

# Attachment B

pg. 12/4)

525 <sub>IAS0379</sub> A1200 SECRETARY OF STATE



### NEVADA STATE BUSINESS LICENSE

**Sole Proprietor** Melissa Wolf

Nevada Business Identification #NV20131686417 Expiration Date: 11/30/2017

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/19/2017

Schara K. Cegovste

BARBARA K. CEGAVSKE

Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which by law cannot be waived. JA1201<sup>526</sup> There is no fee for cancellation.

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE
. CLASSIFICATION: General Business EXPIRATION DATE: LICENSE #: Annual License 01/31/2018 R121971A



### CERTIFICA OF LIABILITY INSURANCE

AH R076 10/21/2016

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY A CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, E SELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER	A CONTRACT BETV	VEEN THE ISSUI	NG INSURER(S), AUTHO	endorsed.
MPORTANT: If the certificate holder is an ADDITIONAL insured, the p	noticy, certain poli	oles may require	an endorsement. A sta	tement on this
certificate does not conter rights to the certificate invites in	endorsement(s).			
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ENO NV 89502  OVERAGES  CERTIFICATE NUMBER:		REVIS	ON NUMBER:	DOLLAR DEDICO
OVERAGES  CERTIFICATE NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN M.	AFFORDED BY THE AY HAVE BEEN REDUC	ED BY PAID CLAIM	SIRED WEKEN 12 CAPAR	01 10 122 111-
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if yes, describe under DESCRIPTION OF OPERATIONS below				
ENCRETION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 181, Additional Remarks Schedule, Phose usual to the Insured's Operations.	may be attached if more spa	oe la required)		
CERTIFICATE HOLDER	CANCELLATIO	THE ABOVE DE	SCRIBED POLICIES BE	CANCELLED
INTERNATIONAL ACADEMY OF STYLE	DELIVERED IN A	PIRATION DATE CCORDANCE WI	THEREOF, NOTICE WILL TH THE POLICY PROVIS	- 00
			CORD CORPORATION.	All rights reserv

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

JA1203 528

### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 10 day of 12017 by and between International Academy of Style (hereinafter referred to as "IAS") and Melecke Wolf (hereinafter referred to as "Instructor").

### Preamble

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including: cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. TERMS: The terms of this agreement shall commence on the 10 day of lanuary, 20/1 through the 31 day of December, 20/1 covering academic period(s).
- 2. TERMINATION: This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice.

Termination of services without providing the required notice will constitute a breach of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

A. Instructor is charged with a felony crime;

B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;

C. Instructor fails to perform his or her services in a competent manner;

D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;

E. Instructor fails to maintain a safe environment for students while performing

services on IAS' premises or instructing IAS students;

F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;

- G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.
- NOTICES: All notices required under this Agreement, except termination of the 3. Agreement for cause, shall be given in writing and delivered my mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

Loni D. Casteel or Bonnie Schultz International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

pg. 2////

JA1205

4.	accordan	F SERVICES: Instructor shal ce with the terms and condition nts hereto.	l provide ns stated h	instruc ierein, ai	tion in the below fields in nd any specifically referenced
Please	e describe	Cosmetology Services Hair Design Services Licensed Instructor Services the other services you intend to	o provide t	to IAS stu	Aesthetician Services Nail Technology Services Other Idents under this Agreement.

DUTIES: Instructor understands that IAS is an educational facility licensed by the 5. State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

COMPENSATION: Instructor shall provide the above services in accordance with the 6. terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

pg. 3/Mh

JA1206

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$244 per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by Instructor personally, as the services agreed to are specialized in nature based on Instructor's own personal experience, skill and knowledge.

7. SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:30 p.m., with the last client taken at 6:30 p.m., Saturdays from 10:00 a.m. to 5:30 p.m., with the last client taken at 4:30 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of

pg. 4 Mg

IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:

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Tuesday:	8:45 (am/pm) to 4:45 (am/pm)
Wednesday:	9:00 (am/pm) to 3:00 (am/pm)
•	
Thursday:	9:00 (am/pm) to 5:00 (am/pm)
Friday:	8:45 (am/pm) to 4:45 (am/pm)
•	N/A (am/pm) to $N/A$ (am/pm)
Saturday:	TA It Court I was a war and

The hourly rate for Instructor's services under this Agreement is \$ 38 per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

pg. 5 Ma

JA1208

### In addition to the above, Instructor represents as follows:

	- A	<u>Instructor's</u>	Initials
		YES	NO
A.	Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?	Mw	4, 7, 1
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?		Me
C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?		<u>ww</u>
D.	Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?		MM
E.	Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?	Mw	
F.	Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?		M
G.	Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?	The	

- 9. **REPORTING OF INCOME:** It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- 10. INSURANCE COVERAGE: Instructor, as an independent contractor and not an employee of IAS, must carry policies of insurance, to the extent required by law, and pay all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor

pg. 6 W.

hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement.

Copies of proof of insurance must be attached to this Agreement at Attachment A. In the event Instructor is a sole proprietor and has elected not to maintain worker's compensation coverage on his or herself, an executed Notice of Sole Proprietorship with No Employees and Election not to Maintain Worker's Compensation Coverage must be attached in lieu of proof of insurance.

- 11. COMPLIANCE WITH LEGAL OBLIGATIONS: Instructor shall maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.
- **12. ADVERTISEMENT:** Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.

pg. 7<u>M</u>W

- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

pg. 8/M

- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- 26. **DUPLICATE COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. EFFECTIVE DATE: This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay Instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

pg. 9\_/W

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both **EXECUTION OF THIS** Instructor and IAS and is intended to prevent misunderstandings. UNDERSTANDING, INSTRUCTOR'S **CONSTRUED** AS BE SHALL **AGREEMENT** ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any s of this Agreement may be modified or amended as necessary only by

terms and conditions of this Agreen written instrument signed by both p	parties.
This Agreement is hereby entered into	this 102 day of January 2017.
INSTRUCTOR  Mellah Wurf  Authorized Signature	INTERNATIONAL ACADEMY OF STYLE  Authorized Signature
Meledie Wolf Printed Name	Printed Name
Title	2295 Market Street Reno, Nevada 89502 (775) 823-9003
Meledie Warf Business/Company Name	• #
710 Balzar Cir Address	
Reno, NV 7500 City, State, Zip	
775-224-72 Phone Cell Phone	504
Fax	
Moledie Wolf @ Gmail.c	<u>"om</u>
EIN, UNI or SSN	-
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JA1213 538 IAS0392

Department of the Treasury Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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	2 Business name/	disregarded entity name, it different from above					
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# Attachment A

### Attachment A

pg. 11\_\_\_\_

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## Attachment B

## Attachment B

pg. 12\_\_\_\_

JA1216 <sub>IAS0395</sub>

SECRETARY OF STATE



### **NEVADA STATE BUSINESS LICENSE**

Sole Proprietor Meledie Wolf

### Nevada Business Identification #NV20121100685 Expiration Date: 02/28/2018

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/19/2017

BARBARA K. CEGAVSKE
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which by law cannot be waived. There is no fee for cancellation. 542

JA1217

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 01/31/2017

BUSINESS

CLASSIFICATION:

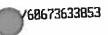
LICENSE #:

EXPIRATION DATE:

Annual License 01/31/2018

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### CERTIFICATE OF LIABILITY INSURANCE

AH R076 DATE(AINIDD-YYYY) 10/24/2016

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

#### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

### INDEPENDENT INSTRUCTOR AGREEMENTS

INDEL FRANKA WAS AND ASSAULT
This Independent Instructor Agreement (hereinafter "Agreement") is entered into this S+ day of, 2017 by and between International Academy of Style (hereinafter referred to as "Instructor").
Preamble
WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including: cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and
WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and
WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and
WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and
WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and
WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.
NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:
1. TERMS: The terms of this agreement shall commence on the \( \frac{1}{2017} \) day of \( \frac{1}{2017} \) covering \( \frac{1}{2017} \) academic period(s).
2. TERMINATION: This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice.  pg. 1

Termination of services without providing the required notice will constitute a breach of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

A. Instructor is charged with a felony crime;

B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;

C. Instructor fails to perform his or her services in a competent manner;

D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;

E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;

F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;

G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.

NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand 3. delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

> Loni D. Casteel or Bonnie Schultz International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

4.	accordance	F SERVICES: ce with the ter nts hereto.	Instructor s ms and condi	hall prov tions stat	lde instruc ed herein, a	tion in the below fields in nd any specifically referenced
Pleas	de describe	Cosmetology Hair Design S Licensed Ins the other serv	Services	es d to provi	de to IAS st	Aesthetician Services Nail Technology Services Other udents under this Agreement.
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DUTIES: Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as 5. such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. 6. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$240 per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by Instructor personally, as the services agreed to are specialized in nature based on Instructor's own personal experience, skill and knowledge.

 SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:30 p.m., with the last client taken at 6:30 p.m., Saturdays from 10:00 a.m. to 5:30 p.m., with the last client taken at 4:30 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of

pg. 4<u>9</u>

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IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:

dating me com	
Tuesday:	5:50 (am/pm) to 10:30 (am/pm)
Wednesday:	5:30 (am/pm) to 10.56 (am/pm)
•	5.36 (am/pm) to 10.30 (am/pm)
Thursday:	5.30 (am/pm) to 10.30 (am/pm)
Friday:	330 (alli/pli) to 10 35 (all/pli)
Saturday:	9:00 (am/pm) to 7:30 (am/pm)
-	

The hourly rate for Instructor's services under this Agreement is \$ 13.00 per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.



### In addition to the above, Instructor represents as follows:

the performance of services under this Agreement?

		There are a	THE COL S THE CASE	
	62	YES	NO	
A.	Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?	Ø.		
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?		<u>~</u>	
C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?		40_	
D.	Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?		<u> </u>	
Б.	Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?			
F.	Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?		<b>©</b>	
G.	Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in	(		

- 9. REPORTING OF INCOME: It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- 10. INSURANCE COVERAGE: Instructor, as an independent contractor and not an employee of IAS, must carry policies of insurance, to the extent required by law, and pay all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor



hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement.

Copies of proof of insurance must be attached to this Agreement at Attachment A. In the event Instructor is a sole proprietor and has elected not to maintain worker's compensation coverage on his or herself, an executed Notice of Sole Proprietorship with No Employees and Election not to Maintain Worker's Compensation Coverage must be attached in lieu of proof of insurance.

- 11. COMPLIANCE WITH LEGAL OBLIGATIONS: Instructor shall maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.
- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- 15. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.

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- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

pg. 8

- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- 26. **DUPLICATE COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. EFFECTIVE DATE: This Agreement shall take effect upon the execution of both parties. In the event instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay instructor the reasonable value of any services instructor may have performed for IAS. If a prior Agreement exists, IAS will pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. EXECUTION OF THIS INSTRUCTOR'S UNDERSTANDING, AGREEMENT SHALL BE CONSTRUED AS INSTRUCTOR'S UNDERSTANDING, ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

written instrument signed by both par	ties.
This Agreement is hereby entered into th	is 1 day of January 2017.
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Authorized Signature	Authorized Signature
Laura Hartman Printed Name	Printed Name
PIL instructor Title	2295 Market Street Reno, Nevada 89502 (775) 823-9003
Business/Company Name	
Address Mae Cinne Aug Af	7425
Rena No 89523 City, State, Zip	
Phone Cell Phone	\$5 52
Fax	4
hartman L 88 @ Yahao Email	
EIN, UNI or SSN	ng 10.

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# Attachment A

# Attachment A

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## Attachment B

# Attachment B

pg. 12<u>A</u>

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### (Rev. December 2014)

## Request for Taxpayer identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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	Cauca Hariman								
હાં	2 Business name/disregarded entity name, if different from above								
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	☐ Other (see instructions) ►		equestor's name						
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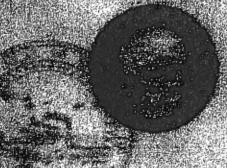
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The Real Company

THIS LICENSE MUST BE PLACED IN A CONSPICTIONS PLACE 02/28/2017 EFFECTIVE DATE:

CLASSIFICATION: BUSINESS

**Booth Rental** 

02/28/2018 License Annual R133963A

EXPIRATION DATE:

LICENSE #:

THIS LICENSE EXPINES AS SPECIFIED

7000 MAE ANNE AVE RENO, NV 89523

7000 Mae Anne Ave 225 RENO, NV 89523

CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE STATUTES OF

LICENSED BUSINESS TO BE

NEVADA AND RENO MUNICIAL CODE

City of Reno

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#### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

#### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 10 day of 1000000 2017 by and between International Academy of Style (hereinafter referred to as "IAS") and 10000000 ACMO (hereinafter referred to as "Instructor").

#### Preamble

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including: cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 2. TERMINATION: This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice.

pg. 1\_\_\_\_\_

Termination of services without providing the required notice will constitute a breach of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

A. Instructor is charged with a felony crime;

B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;

C. Instructor fails to perform his or her services in a competent manner;

D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;

E. Instructor fails to maintain a safe environment for students while performing

services on IAS' premises or instructing IAS students;

F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;

- G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.
- 3. NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

Loni D. Casteel or Bonnie Schultz International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

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5. **DUTIES:** Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

6. COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services; Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

pg. 3\_dB\_

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$320 per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by Instructor personally, as the services agreed to are specialized in nature based on Instructor's own personal experience, skill and knowledge.

 SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:30 p.m., with the last client taken at 6:30 p.m., Saturdays from 10:00 a.m. to 5:30 p.m., with the last client taken at 4:30 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of

pg. 4

IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule

during the term of this Agreement:

Tuesday:	10:00 (am/pm) to 8:30 (am/pm)
Wednesday:	$3\infty$ (am/pm) to 1030 (am/pm)
Thursday:	300 (am/pm) to 1030 (am/pm)
Friday:	300 (am/pm) to 900 (am/pm)
Saturday:	900 (am/pm) to 730 (am/pm)

The hourly rate for Instructor's services under this Agreement is \$ \_\_\_\_\_ per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

pg. 5\_\_\_\_

#### In addition to the above, Instructor represents as follows:

		YES	NO
A.	Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?		<u>.</u>
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?	<del>,, </del>	
C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?		JAN .
D.	Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?		do
E.	Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?	_d0/	
F.	Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?	<del></del>	#
G.	Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?		

- 9. **REPORTING OF INCOME:** It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- 10. INSURANCE COVERAGE: Instructor, as an independent contractor and not an employee of IAS, must carry policies of insurance, to the extent required by law, and pay all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor

pg. 6\_\_\_\_\_

Instructor's initials

hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement.

Copies of proof of insurance must be attached to this Agreement at Attachment A. In the event Instructor is a sole proprietor and has elected not to maintain worker's compensation coverage on his or herself, an executed Notice of Sole Proprietorship with No Employees and Election not to Maintain Worker's Compensation Coverage must be attached in lieu of proof of insurance.

- of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.
- **ADVERTISEMENT:** Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- 15. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.

pg. 7.

- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

pg. 8\_\_\_\_\_

- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- 26. **DUPLICATE COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. EFFECTIVE DATE: This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay Instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

pg. 9\_\_\_\_\_

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. **EXECUTION OF THIS** UNDERSTANDING, **INSTRUCTOR'S** AS BE **CONSTRUED AGREEMENT** SHALL ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

	9 ,
This Agreement is hereby entered into th	is 10 day of January 2017
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
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Authorized Signature	Authorized Signature
Jeannine Achter	Lun' D ( wsteet
Printed Name	Printed Name
Title	2295 Market Street Reno, Nevada 89502
Man and Oakt	(775) 823-9003
Veannine achter	
Business/Company Name	0.1
16750 N Red ROCK	RO
Address	
Reno NV 89508	
City, State, Zip	
N/A 775-338-160	
Phone Cell Phone	
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# Attachment A

# Attachment A

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## Attachment B

# Attachment B

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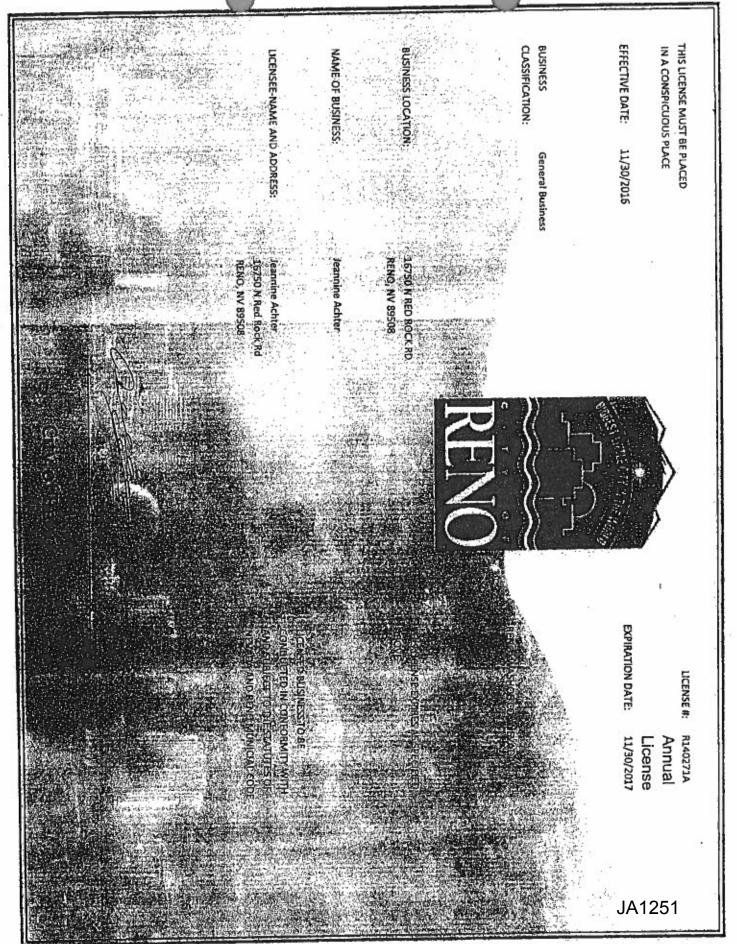
## Form W-9 (Rev. December 2014) Department of the Treasury

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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Form W-9 (Rev. 12-2014)



BARBARA K. CEGAVSKE Secretary of State

JEFFERY LANDERFELT

Deputy Secretary for Commercial Recordings

STATE OF NEVADA



Commercial Recording Division 202 N. Carson Street Carson City, NV 89701-4069 Telephone (775) 584-5708 Fax (775) 684-7138

### NOTICE OF EXEMPTION NEVADA STATE BUSINESS LICENSE

#### Sole Proprietor

You have filed a notice citing a statutory exemption "003" pursuant to Nevada Revised Statutes and therefore are not required to maintain a Nevada State Business License.

If your exemption changes or your business is no longer exempt, you must file an amendment reflecting your current business status.

Nevada Business Identification: NV20161708320

Name: JEANNINE ACHTER Expiration Date: 12/31/2017

Exemption Code: 003 A home-based business whose net earnings are not more than 66 2/3

percent of the Nevada average annual wage

Issued this 6th day of December, 2016.

Please Post in a Conspicuous Location

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#### CERTIFICATE OF LIABILITY INSURANCE

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INTERNATIONAL ACADEMY OF STYLE  AUTHORIZED THE POLICY PROVISIONS.  Tac. Tailing

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

#### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

#### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 15th day of 16th 2011 by and between International Academy of Style (hereinafter referred to as "IAS") and 16th 16th 16th 16th 16th 16th 16th 16th
Preamble
WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including: cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1.	TERMS:	The	terms	of thr	this	agre the	ement	shall day	com	mence	on	the	2017	_ day cover	of ing
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2. TERMINATION: This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice.

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Termination of services without providing the required notice will constitute a breach of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

- A. Instructor is charged with a felony crime;
- B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;
- C. Instructor fails to perform his or her services in a competent manner;
- D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;
- E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;
- F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;
- G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.
- 3. NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

Loni D. Casteel or Bonnie Schultz International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

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5. **DUTIES:** Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

6. COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

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Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$ 160 per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by Instructor personally, as the services agreed to are specialized in nature based on Instructor's own personal experience, skill and knowledge.

7. SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:30 p.m., with the last client taken at 6:30 p.m., Saturdays from 10:00 a.m. to 5:30 p.m., with the last client taken at 4:30 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of

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IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:

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Wednesday:	7	_ (am) pm) to_	7:30	
Thursday:	<del></del>	$\underline{\hspace{0.1cm}}$ (am/pm) to $\underline{\hspace{0.1cm}}$	(3)	(am/pm)
Friday:	<u> </u>	_ (am/pm) to _		_ (am/pm)
Saturday:		_ (am/pm) to _	<u> </u>	_ (am/pm)

The hourly rate for Instructor's services under this Agreement is \$\_\_\_\_\_\_\_\_ per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

pg. 5 WW

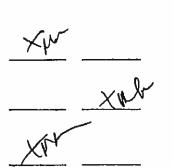
In addition to the above, Instructor represents as follows:

#### A. Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?

- B. Will IAS be providing training to you with respect to any services provided under this Agreement?
- C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?
- D. Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?
- E. Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?
- F. Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?
- G. Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?

# YES NO

Instructor's Initials



- 9. REPORTING OF INCOME: It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- 10. INSURANCE COVERAGE: Instructor, as an independent contractor and not an employee of IAS, must carry policies of insurance, to the extent required by law, and pay all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor

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hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement.

Copies of proof of insurance must be attached to this Agreement at Attachment A. In the event Instructor is a sole proprietor and has elected not to maintain worker's compensation coverage on his or herself, an executed Notice of Sole Proprietorship with No Employees and Election not to Maintain Worker's Compensation Coverage must be attached in lieu of proof of insurance.

- of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.
- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- 13. ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- 15. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.

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- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

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- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- 26. **DUPLICATE COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. EFFECTIVE DATE: This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay Instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

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This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. EXECUTION OF THIS AGREEMENT SHALL BE CONSTRUED AS INSTRUCTOR'S UNDERSTANDING. ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written inctrument cioned by both parties

written met diment signed by both parties.					
This Agreement is hereby entered into the	nis day of Junywy 2017				
INSTRUCTOR Authorized Signature	INTERNATIONAL ACADEMY OF STYLE Authorized Signature				
MAGAIS (20840) Printed Name	Printed Name				
Title INSTEVET DRE	2295 Market Street Reno, Nevada 89502				
MAGGIE VONG	(775) 823-9003				
Business/Company Name					
Address	*				
SPACES NV 69434 City, State, Zip					
(206) 819.4783					
Phone Cell Phone	All and a second				
Fax	2				
MAGDALYN 112 @ HotMAI	l, com				
Email	W.				
EIN, UNI or SSN					
EIN, ONI OF 2214	10 MW				

pg. 10 WW

### Form (Rev. December 2014) Department of the Treasury

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not sand to the IRS.

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		• Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions)							

Cat. No. 10231X

Form W-9 (Rev. 12-2014)

# Attachment A

### Attachment A

pg. 11 pus

590 <sup>IAS0443</sup> JA1265

# Attachment B

# Attachment B

pg. 12 My

591 IAS0444 JA1266 SECRETARY OF STATE



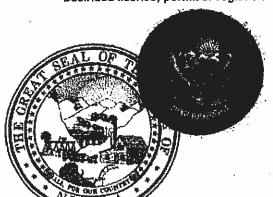
### **NEVADA STATE BUSINESS LICENSE**

**Sole Proprietor** Maggie Vong

Nevada Business Identification #NV20151408537 Expiration Date: 07/31/2017

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/14/2017

s.K.Cegarste

BARBARA K. CEGAVSKE

Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which by law cannot be waived. There is no fee for cancellation.

--- 592 <sub>JA1267</sub>

THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

EFFECTIVE DATE:

06/01/2016

CLASSIFICATION: BUSINESS

General Business

THIS LICENSE EXPIRES AS SPECIFIED

ABOVE

NAME OF BUSINESS:

LICENSEE - NAME AND ADDRESS:

Maggie Vong 350 Harbour Cove Dr 304

CITY CLERK

NEVADA AND RENO MUNICIPAL CODE

CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS OF THE STATUTES OF THE STATE OF

LICENSED BUSINESS TO BE

City of Reno

131960 LICENSE #:

EXPIRATION DATE:

05/31/2017

RENO, WASHOE CO., NEVADA

BUSINESS LOCATION:

350 Habour Cove Dr 304

Maggie Vong

**SPARKS, NV 89434** 

SIGNATURE

JA1268 593 1 **IAS04** 

### CERTIFICATE OF LIABILITY INSURANCE THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE GERTIFICATE HOLDER, THIS

AH ניציר בעם מולאן וולאם R076 10/27/2016

BELOW, THIS CERTIFICATE OF INSL REPRESENTATIVE OR PRODUCER.	JRANC	LE DOUR NOT CONSTITU	TM ム ごのいてかんので 仏	er the covera Etween the 12	ige afforded by the PC Suing ineurer(2), authority	)Licies Ofized
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CORD 25 (2018/03)	The A	ACORD name and loge a	6	1988-2018 ACO	RD CORPORATION, All F	ghte resorved.

ACORD 25 (2018/03)

IAS0447

#### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

#### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 5 day of 10 day and between International Academy of Style (hereinafter referred to as "IAS") and Mycro Christian (hereinafter referred to as "Instructor").

#### **Preamble**

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including: cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including cosmetology, hair design, aesthetics, nail technology, and provisional instructor; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. TERMS: The terms of this agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ academic period(s).
- 2. TERMINATION: This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice.

pg. 1 P

Termination of services without providing the required notice will constitute a breach of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

- A. Instructor is charged with a felony crime;
- B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;
- C. Instructor fails to perform his or her services in a competent manner;
- D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;
- E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;
- F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;
- G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.
- 3. NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

Loni D. Casteel or Bonnie Schultz International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

pg. 2 PW

IAS0449

4.	accordanc	S SERVICES: te with the ter outs hereto.	Instructor sh ms and conditi	•				
Please	describe t				o IAS stu	Nail Ted Other	ician Servio hnology Se der this Ag	ervices

5. **DUTIES:** Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

6. COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

pg. 3 (- 0

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by instructor personally, as the services agreed to are specialized in nature based on instructor's own personal experience, skill and knowledge.

 SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:30 p.m., with the last client taken at 6:30 p.m., Saturdays from 10:00 a.m. to 5:30 p.m., with the last client taken at 4:30 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of

pg. 4 MV

IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

instructor desires to provide services to IAS students on the following weekly schedule

auring the term of	or this Agreement:	
Tuesday:	(amp/pm) to	(am/ஹ)
Wednesday:		_5_ (am/pm)
Thursday:	(am)/pm) to	(am/pm)
Friday:	(am/pm) to	(am/pm)
Saturday:	(am/pm) to	(am/pm)

The hourly rate for Instructor's services under this Agreement is \$\_\_\_\_\_\_ per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

pg. 5<u>V</u>

JA1274

#### In addition to the above, Instructor represents as follows:

any other applicable taxes incurred by your business and in

the performance of services under this Agreement?

		III III III III	
		YES	NO
A.	Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?	me	
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?		M
C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?		<u>~&gt;&lt;</u>
D.	Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?		
E.	Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?	M	
F.	Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?	<del></del>	My
G.	Are you responsible for paying your own income taxes and	un.	

- 9. **REPORTING OF INCOME:** It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- 10. INSURANCE COVERAGE: Instructor, as an independent contractor and not an employee of IAS, must carry policies of insurance, to the extent required by law, and pay all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor

pg. 6

Instructor's Initials

hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement.

Copies of proof of insurance must be attached to this Agreement at Attachment A. In the event Instructor is a sole proprietor and has elected not to maintain worker's compensation coverage on his or herself, an executed Notice of Sole Proprietorship with No Employees and Election not to Maintain Worker's Compensation Coverage must be attached in lieu of proof of insurance.

- of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.
- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- 15. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.

pg. 7<u>P</u>

- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

pg. 8 PS

- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- **26. DUPLICATE COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. EFFECTIVE DATE: This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay Instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

pg. 9\_M

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. EXECUTION OF THIS AGREEMENT SHALL BE CONSTRUED AS INSTRUCTOR'S UNDERSTANDING, ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

written instrument signed by both pa	
This Agreement is hereby entered into the	nis 5 day of January 20/2
INSTRUCTOR MINISTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Authorized Signature	Authorized Signature
Muchel L. Christian Printed Name	Printed Name
Nail Technician Title	2295 Market Street Reno, Nevada 89502
Business/Company Name	(775) 823-9003
1415 Hinton DR. Address	
Rono NV 89506 City, State, Zip	
(414)24-1512 Sand Phone Cell Phone	20 29
Fax	
muchel christian@icloud.	OM

EIN, UNI or SSN

pg. 10 V

604 IAS0457 JA1279

### Form W-9

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Interna	I Revenue Service										- 1		O 414	iiio.
	Nerrie (as shown			m). Name le req HRIST		do not leave this line blank.			•			,		
98.2	2 Business name/disregarded entity name, if different from above													
Print or type Specific Instructions on page	Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or Corporation 8 Corporation Partnership single-member LLC Limited liability company, Enter the tax classification (C=C corporation, S=S corporation, P=partnership)						Trust/estate certain e instruction erahip) >				n entitle otions o pt paye	ptions (codes apply only to utilities, not individuals; see one on page 3): payee code (if any) on from FATCA recording		
	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line the tax classification of the single-member owner.  ☐ Other (see instructions) ➤						Code (if any)  (Applies to accounts maintained outside the							
	5 Address (number, street, and apt. or sulte no.) 1465 HINTON DR.						Requester's name and address (options)							
8	RENO NV 89506											-		
	7 List account number(s) here (optional)													
Par				Number (					3					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a					<del>, , , ,</del>									
TIN or	n page 3.					or								
quidai	lives ou whose uni	nber to ente	one name, r.	, see the instri	uctions for line 1					er Identification number				
Par	( Certific	ation				<del></del>	اا	LI				<del></del>	٠	<del></del>
	penalties of perjui	•									<del></del>	-		
1. The	number shown o	n this form le	s my corre	ct taxpayer ld	lentification num	iber (or I am waiting for	a numb	er to	ba isa	uad to	me);	and		
<ol> <li>I am not subject to backup withholding because: (a) i am exempt from backup withholding, or (b) I have not been notified by the internal Revenue         Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am         no longer subject to backup withholding; and</li> </ol>														
	n a U.S. citizen or		-											
			-			pt from FATCA reporting						<u>e</u>		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have falled to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.														
Sign H <b>ere</b>	Bignature of U.S. person	Mych	1	must	<u>ئە</u>	Dat	ı•► /-	ع -	5-1	7				
	eral instruc		<i>O</i>			• Form 1098 (home more (tuition)	tgage inte	éres!	, 1088-	E (stud	ent los	n Interes	t), 109	8-T
future	references are to the developments, infor lation anacted after v	mation about	developmen	nts affecting For		Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property)								
as legislation anacted after we release it) is at <i>www.irs.gov/lw9.</i> Purpose of Form				Use Form W-9 only if you are a U.S. person (including a realdent silen), to provide your correct TIN.										
An individual or entity (Form W-9 requester) who is required to file an information etum with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer dentification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information			If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.  By signing the filled-out form, you:											
			Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).     Certify that you are not subject to backup withholding, or											
etume include, but are not limited to, the following:  - Form 1099-INT (interest earned or paid)				2. Certify that you are a 3. Claim exemption fro	_						mpt	suaa if		
Form 1099-DIV (dividends, including those from stocks or mutual funds)				applicable, you are also	certifying	that	es a U.	S. pers	on, you	r allocal	arts ok			
Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)				any partnership income ( withholding tex on foreig								, and		
Form 1099-B (stock or mutual fund sales and certain other transactions by prokers)				<ol> <li>Gertify that FATCA code(s) entered on this form (if any) inclosing that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on</li> </ol>										
	1099-S (proceeds fro 1099-K (merchant ca			•		page 2 for further inform	earuri.							

# Attachment A

# Attachment A

pg. 11\_\_\_\_

606 <sub>IAS0459</sub> A1281

# Attachment B

# Attachment B

pg. 12\_\_\_\_

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IAS0460

JA1282

BARBARA K. CEGAVSKE Secretary of State

JEFFERY LANDERFELT

Deputy Secretary for Commercial Recordings

STATE OF NEVADA



Commercial Recording Division 202 N. Carson Street Carson City, NV 89701-4069 Telephone (775) 684-5708 Fax (775) 684-7138

### NOTICE OF EXEMPTION NEVADA STATE BUSINESS LICENSE

#### **Sole Proprietor**

You have filed a notice citing a statutory exemption "003" pursuant to Nevada Revised Statutes and therefore are not required to maintain a Nevada State Business License.

If your exemption changes or your business is no longer exempt, you must file an amendment reflecting your current business status.

Nevada Business Identification: NV20161035779

Name: Mychel Christian

Expiration Date: 1/81/2018

Exemption Code: 003 A home-based business whose net earnings are not more than 66 2/3

percent of the Nevada average annual wage

Issued this 4th day of November, 2016.

Please Post in a Conspicuous Location

**-- 6**08

IAS0461

CLASSIFICATION: BUSINESS IN A CONSPICUOUS PLACE THIS LICENSE MUST BE PLACED NAME OF BUSINESS: LICENSEE-NAME AND ADDRESS: General Business EXPIRATION DATE: LICENSE #: Annual License 12/31/2017 IAS0462

**609** JA1284

#### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

#### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this <u>19</u> day of <u>Jorn</u> , 2016 by and between International Academy of Style (hereinafter referred to as "Instructor").
---

#### Preamble

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 2. **TERMINATION:** This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice. Termination of services without providing the required notice will constitute a breach

-- 610 IA 10408

of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

A. Instructor is charged with a felony crime;

B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;

C. Instructor fails to perform his or her services in a competent manner;

D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;

E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;

F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;

G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.

NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand 3. delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

> Loni D. Casteel International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

Instructor shall provide instruction in the below fields in SCOPE OF SERVICES: accordance with the terms and conditions stated herein, and any specifically referenced 4. attachments hereto.

Cosmetology Services Hair Design Services Licensed Instructor Services



Aesthetician Services Nail Technology Services

Please describe the other services you intend to	o provide t	o IAS students under	this Agreement.
	Alex	/ BU SSMIR	class
		/	
	<u></u>		

5. **DUTIES:** Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

6. COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$25 per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be

provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by Instructor personally, as the services agreed to are specialized in nature based on Instructor's own personal experience, skill and knowledge.

 SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:00 p.m., with the last client taken at 5:00 p.m., Sundays from 10:00 a.m. to 5:00 p.m., with the last client taken at 4:00 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:

during the term	of this Agreement:	
Tuesday:	9 (am/pm) to 5/6	_ (am/pm)
Wednesday:	9 (am/pm) to 5	_ (am/pm)
•	9 (am/pm) to	_ (am/pm)
Thursday:	9 (am/pm) to 3	_(am/pm)
Friday:	(am/pin) to 3	_ (am/pm)
Saturday:	NA (am/pm) to NA	_ (and pur)

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The hourly rate for Instructor's services under this Agreement is \$ \_\_\_\_\_ per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

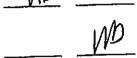
Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

In addition to the above, Instructor represents as follows:

		Instructor's Initials			
	•	YES	NO		
A.	Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?	Mb			
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?		MD		

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- C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?
- D. Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?
- .nn
- E. Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?



F. Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?

- G. Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?
- 9. **REPORTING OF INCOME:** It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- 10. INSURANCE COVERAGE: Instructor, as an independent contractor and not an employee of IAS, must carry policies of insurance, to the extent required by law, and pay all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement. Copies of proof of insurance must be attached to this Agreement at Attachment A.
- 11. COMPLIANCE WITH LEGAL OBLIGATIONS: Instructor shall maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.

- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.
- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and

conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between 21. them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the 22. drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or 23. intent of this Agreement or in any way affect this Agreement.
- SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, 24. that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully 25. understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- **DUPLICATE COUNTERPARTS**: This Agreement may be executed in counterparts, each 26. of which shall be deemed a duplicate original.
- EFFECTIVE DATE: This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date 27. of this Agreement, IAS agrees that it will pay Instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will

pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. EXECUTION OF THIS UNDERSTANDING. INSTRUCTOR'S AS CONSTRUED BE SHALL **AGREEMENT** ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

This Agreement is hereby entered into th	is 19 day of Jan	, 2016.
INSTRUCTOR  Meledic Wolf  Printed Name	Authorized Signature  Authorized Name	YLE
Title  Meledie Wolf  Business/Company Name  110 Balzar Cir  Address  Neno NV 89502	2295 Market Street Reno, Nevada 89502 (775) 823-9003	
City, State, Zip  775) 224-7564 (1		<b>₹</b>

# Attachment A

# Attachment A

# Attachment B

# Attachment B

01/31/

EXPIRATION DATE:

EFFECTIVE DATE:

02/01/2016

BUSINESS CLASSIFICATION:

General Business

CONDUCTED IN CONFORM AND SUBJECT TO THE PRO

BUSINESS LOCATION:

NAME OF BUSINESS.

Meledic Wolf-Billings 710 Balzar Cr RENO, NV 89502

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## SECRETARY OF STATE



### **NEVADA STATE BUSINESS LICENSE**

Sole Proprietor
Meledie Wolf

## Nevada Business Identification #NV20121100685 Expiration Date: 02/28/2017

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Neveda Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/05/2018

hora K. Cegovske

BARBARA K. CEGAVSKE Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases.

Fallure to do so will result in late fees or penalties which by lew <u>cannot</u> be waived.

There is no fee for cancellation.

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### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 19 day of January, 2016 by and between International Academy of Style (hereinafter referred to as "IAS") and Welissa Wolf (hereinafter referred to as "Instructor").

#### **Preamble**

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 2. TERMINATION: This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice. Termination of services without providing the required notice will constitute a breach

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of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

- Instructor is charged with a felony crime;
- B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;
- C. Instructor fails to perform his or her services in a competent manner;
- D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;
- E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;
- F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;
- G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.
- NOTICES: All notices required under this Agreement, except termination of the 3. Agreement for cause, shall be given in writing and delivered my mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

Loni D. Casteel International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

Instructor shall provide instruction in the below fields in SCOPE OF SERVICES: 4. accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Cosmetology Services Hair Design Services Licensed Instructor Services Aesthetician Services Nail Technology Services

Please describe the other services you intend to provide to IAS students under this Agreement.

## Advanced MASter Specialist Classes

State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

6. COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$172 per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be

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provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

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7. SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:00 p.m., with the last client taken at 5:00 p.m., Sundays from 10:00 a.m. to 5:00 p.m., with the last client taken at 4:00 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:

during the term	OI (1112 VELC	ement.		
Tuesday:	9_	(am)/pm) to _	7	(am/pm)
Wednesday:	×	(am/pm) to_		(am/pm)
Thursday:	×	(am/pm) to_	4	(am/p <u>m</u> )
Friday:	9	(am/pm) to	10:30	(am (pm)
•		(am/pm) to		(am/pm)
Saturday:		(anily piny to 1		. (

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The hourly rate for Instructor's services under this Agreement is \$ 14.00 per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or medifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

In addition to the above, Instructor represents as follows:

A. Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?

B. Will IAS be providing training to you with respect to any services provided under this Agreement?

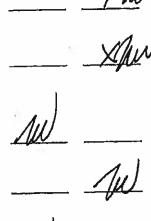
Instructor's Initials

YES

NO

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- C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?
- D. Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?
- E. Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?
- F. Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?
- G. Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?



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- 9. **REPORTING OF INCOME:** It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
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- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.
- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and

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conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.
- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- 26. **DUPLICATE COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. **EFFECTIVE DATE**: This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay Instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will

////// IAS0484

JA1306

pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. **EXECUTION OF THIS** UNDERSTANDING. **INSTRUCTOR'S** AS CONSTRUED SHALL BE **AGREEMENT** ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

Written instrument signed by both parties.			
This Agreement is hereby entered into this 19 day of THIN wary 2016.			
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE		
Melissa Wolf Printed Name	Authorized Signature  Authorized Name  Authorized Signature		
Title  Melissa Wolf  Business/Company Name	2295 Market Street Reno, Nevada 89502 (775) 823-9003		
732 BAIZAV Cir Address Reno, MV 89502 City, State, Zip	W E		
775) 224-7503 Phone Cell Phone			
Wolfx& Sbc. Global. Net Email			

## Attachment A

## Attachment A

## Attachment B

## Attachment B

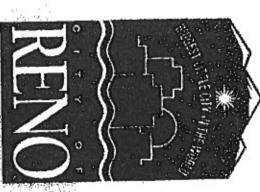
THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

EFFECTIVE DATE:

02/01/2016

ASSIFICATION:

General Business



THIS LICENSE EXPIRES AS SPECIFIED ABOVE

NAME OF BUSINESS:

Melissa Wolf

732 BALZAR CIR

LICENSEE - NAME AND ADDRESS:

732 Balzur Cir Reno, NV 89502

Melissa K. Wolf

NEVADA AND RENO MUNICIPAL CODE CONDUCTED IN CONFORMATY WITH OF THE STATUTES OF THE STATE OF AND SUBJECT TO THE PROVISIONS JCENSED BUSINESS TO BE

City of Reno

IAS0489

LICENSE #:

121971

EXPIRATION DATE:

01/31/2017

SECRETARY OF STATE



## **NEVADA STATE BUSINESS LICENSE**

Sole Proprietor
Mellssa Wolf

## Nevada Business Identification #NV20131686417 Expiration Date: 11/30/2016

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/05/2018

school K. Cegarske

BARBARA K. CEGAVSKE Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases.

Failure to do so will result in late fees or penalties which by law <u>cannot</u> be waived.

There is no fee for cancellation.

### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

#### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 19 day
of January, 2016 by and between International Academy of Style (hereinafter referred to
as "IAS") and Maggie (hereinafter referred to as "Instructor").

#### Preamble

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. TERMS: The terms of this agreement shall commence on the 19 day of academic period(s).
- 2. **TERMINATION:** This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice. Termination of services without providing the required notice will constitute a breach

IA 0491

of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

- A. Instructor is charged with a felony crime;
- B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;
- C. Instructor fails to perform his or her services in a competent manner;
- D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;
- E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;
- F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;
- G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.
- 3. NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

Loni D. Casteel International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

4. SCOPE OF SERVICES: Instructor shall provide instruction in the below fields in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Cosmetology Services Hair Design Services Licensed Instructor Services Aesthetician Services
Nail Technology Services
Other

39 <del>W 1AS0</del>492

JA1314

Please describe the other services you intend to provide to IAS students under this Agreemente Court
Transaction # 7845786

5. **DUTIES:** Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

6. COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$ per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be

provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by instructor personally, as the services agreed to are specialized in nature based on instructor's own personal experience, skill and knowledge.

 SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:00 p.m., with the last client taken at 5:00 p.m., Sundays from 10:00 a.m. to 5:00 p.m., with the last client taken at 4:00 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:

during the term of this Agreement.			
Tuesday:	12 (am/pm) to 10:30 (am/pm)		
Wednesday:	9 (am/pm) to 7.30 (am/pm)		
Thursday:	am/pm) to 1:30 (am/pm)		
Friday:	(am/pm) to (am/pm)		
Saturday:	(am/pm) to (am/pm)		

The hourly rate for Instructor's services under this Agreement is \$\_\_\_\_\_\_\_\_ per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

In addition to the above, Instructor represents as follows:

- A. Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?
- B. Will IAS be providing training to you with respect to any services provided under this Agreement?

(YES)	NO
w	
	W

Instructor's Initials

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- C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?
- \_\_\_\_\_\_W
- D. Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?
- ·WV \_\_\_\_
- E. Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?
- F. Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?
- m \_\_\_
- G. Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?
- 9. REPORTING OF INCOME: It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- 10. INSURANCE COVERAGE: Instructor, as an independent contractor and not an employee of IAS, must carry policies of insurance, to the extent required by law, and pay all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement. Copies of proof of insurance must be attached to this Agreement at Attachment A.
- 11. COMPLIANCE WITH LEGAL OBLIGATIONS: Instructor shall maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.

- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.
- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and

conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.
- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- **26. DUPLICATE COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. EFFECTIVE DATE: This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will

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pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. EXECUTION OF THIS AGREEMENT SHALL BE CONSTRUED AS INSTRUCTOR'S UNDERSTANDING, ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

written instrument signed by both parties.		
This Agreement is hereby entered into this 10 day of 100 day of 2016.		
INSTRUCTOR INTERNATIONAL ACADEMY OF STYLE Authorized Signature Authorized Signature		
Printed Name  Printed Name  Printed Name		
COSMO  2295 Market Street Reno, Nevada 89502 (775) 823-9003  What Script Jon 5 Business/Company Name  30 Howard Color De		
Address  Sp. NV 89434  etty, State, Zip  204-819-4783		
Phone Cell Phone  EIN, UBI or SSN		
MAGDAUN 1120 HOT MAIL		

646 JA1321 MAS0499

SECRETARY OF STATE



### **NEVADA STATE BUSINESS LICENSE**

Sole Proprietor
Maggie Vong

Nevada Business Identification #NV20151408537
Expiration Date: 07/31/2016

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 07/06/2015

BARBARA K. ČEGAVSKE

Secretary of State

You may verify this license at www.nvsoa.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases.

Failure to do so will result in late fees or penalties which by law cannot be waived.

There is no fee for cancellation.

JA1322 647

THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

EFFECTIVE DATE:

06/01/2015



General Business

CLASSIFICATION:

BUSINESS

RENO, WASHOE CO., NEVADA

THIS LICENSE EXPIRES AS SPECIFIED

NAME OF BUSINESS:

Maggie Vong

LICENSEE - NAME AND ADDRESS:

Maggie Vong 350 Harbour Cove Dr

SPARKS, NV 89434

BUSINESS LOCATION:

350 Harbour Cove Dr

NEVADA AND RENO MUNICIPAL CODE OF THE STATUTES OF THE STATE OF LICENSED BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS

SIGNATURE

CITY CLERK

City of Reno

JA1323

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IAS0501

LICENSE #:

131960

**EXPIRATION DATE:** 

05/31/2016

#### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

#### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 3/2 2016 by and between International Academy of Style (hereinafter referred to as "IAS") and Mychol L. Chirlian (hereinafter referred to as "Instructor").

#### Preamble

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- TERMS: The terms of this agreement shall commence on the day of d 1. academic period(s).
- TERMINATION: This Agreement may be revoked without cause by either party prior 2. to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice. Termination of services without providing the required notice will constitute a breach

of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

- A. Instructor is charged with a felony crime;
- B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;
- C. Instructor fails to perform his or her services in a competent manner;
- D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;
- E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;
- F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;
- G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.
- 3. NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

Loni D. Casteel International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

	Reno, Nevada 8 (775) 823-90	
4.	SCOPE OF SERVICES: Instructor shall praccordance with the terms and conditions stattachments hereto.	rovide instruction in the below fields in tated herein, and any specifically referenced
	Cosmetology Services Hair Design Services Licensed Instructor Services	Aesthetician Services Nail Technology Services Other

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Please describe the	e other services yo	u intend to provi	de to IAS studen	ts under this Agr	eement.
		507-300-			77 - 55 - 55

5. **DUTIES:** Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

6. COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$\frac{192}{9}\] per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be

provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by Instructor personally, as the services agreed to are specialized in nature based on Instructor's own personal experience, skill and knowledge.

7. SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:00 p.m., with the last client taken at 5:00 p.m., Sundays from 10:00 a.m. to 5:00 p.m., with the last client taken at 4:00 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:

Tuesday:	9.60 (am/pm) to	<u>5:'()</u> (am/pm)
Wednesday:	9:00 (ap)/pm) to	5'00 (am/pm)
Thursday:	9:00 (am/pm) to	5:00 (am/pm)
Friday:	(am/pm) to	
Saturday:	(am/pm) to _	(am/pm)

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The hourly rate for Instructor's services under this Agreement is  $\frac{q.00}{per}$  per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

In addition to the above, Instructor represents as follows:

A.	Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?
	- mine and refunditor

B. Will IAS be providing training to you with respect to any services provided under this Agreement?

Instructor's Initials

YES NO

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C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?	88		10
D. ::	Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?		P	78
E.	Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?		181	
F.	Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?			M
G.	Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?		171	

- 9. **REPORTING OF INCOME:** It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- 10. INSURANCE COVERAGE: Instructor, as an independent contractor and not an employee of IAS, must carry policies of insurance, to the extent required by law, and pay all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement. Copies of proof of insurance must be attached to this Agreement at Attachment A.
- of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.

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- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- 15. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.
- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and

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conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- **23. CAPTIONS:** The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.
- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- 26. **DUPLICATE COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. **EFFECTIVE DATE**: This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay Instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will

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pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. EXECUTION OF THIS AGREEMENT SHALL BE CONSTRUED AS INSTRUCTOR'S UNDERSTANDING, ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

written instrument signed by both par	ties.
This Agreement is hereby entered into the	is 20th day of January 2016.
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Mural And	MIMINT
Authorized Signature	Authorized Signature
Mychel L. Christian Printed Name	Printed Name
Nail Technician Title	2295 Market Street Reno, Nevada 89502
Mychel L. Christian Business/Company Name	(775) 823-9003
3223 Elliot DR. Address	
Reno NV 89512 City, State, Zip	₽
(417) 241-1512  Phone Cell Phone	*6 *42 *42 *42 *42 *42 *43 *43 *43 *43 *43 *43 *43 *43 *43 *43
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EIN, UBI or SSN	
Mycholchristian Dicloud, com	

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#### BARBARA K. CEGAVSKE Secretary of State

JEFFERY LANDERFELT

Deputy Secretary
for Commercial Recordings

STATE OF NEVADA



OFFICE OF THE SECRETARY OF STATE

Commercial Recording Division 202 N. Carson Street Carson City, NV 89701-4069 Telephone (775) 684-5708 Fax (775) 684-7138

## NOTICE OF EXEMPTION NEVADA STATE BUSINESS LICENSE

## **Sole Proprietor**

You have filed a notice citing a statutory exemption "003" pursuant to Nevada Revised Statutes and therefore are not required to maintain a Nevada State Business License.

If your exemption changes or your business is no longer exempt, you must file an amendment reflecting your current business status.

Nevada Business Identification: NV20161035779

Name: Mychel Christian

Expiration Date: 1/31/2017

Exemption Code: 003 A home-based business whose net earnings are not more than 66 2/3

percent of the Nevada average annual wage

Issued this 20th day of January, 2016.

Please Post in a Conspicuous Location

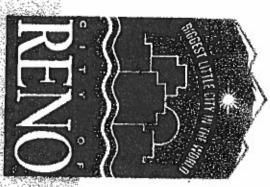
THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

EFFECTIVE DATE:

NTE: 01/01/2016

BUSINESS CLASSIFICATION:

General Business



RENO, WASHOE CO, NEVADA

EXPIRATION DATE: 12/31/2016

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LICENSE #:

133503

SIGNATURE CITY OF Reno

THIS LICENSE EXPIRES AS SPECIFIED ABOVE

LICENSED BUSINESS TO BE CONDUCTED IN COMPORMITY WITH AND SUBJECT TO THE PROVISIONS OF THE STATE OF DETHE STATUTES OF THE STATU

LICENSEE - NAME AND ADDRESS

Mychel Christian 3223 Elliot Dr RENO, NV 89512 NAME OF BUSINESS:

Mychel Christian

## International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this day of \_\_\_\_\_\_\_, 2016 by and between International Academy of Style (hereinafter referred to as "IAS") and \_\_\_\_\_\_\_\_ (hereinafter referred to as "Instructor").

#### Preamble

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 2. **TERMINATION:** This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice. Termination of services without providing the required notice will constitute a breach

of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

A. Instructor is charged with a felony crime;

B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;

C. Instructor fails to perform his or her services in a competent manner;

D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;

E. Instructor fails to maintain a safe environment for students while performing

services on IAS' premises or instructing IAS students;

F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;

- G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.
- NOTICES: All notices required under this Agreement, except termination of the 3. Agreement for cause, shall be given in writing and delivered my mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

Loni D. Casteel International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

Instructor shall provide instruction in the below fields in SCOPE OF SERVICES: 4. accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.



Cosmetology Services Hair Design Services Licensed Instructor Services



Aesthetician Services Nail Technology Services Please describe the other services you intend to provide to IAS students under this Agreement.

Clarges on Advanced Color and cutting and nail art-tenuniques

5. **DUTIES:** Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

6. COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$\_\_\_\_\_\_ per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be

provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by Instructor personally, as the services agreed to are specialized in nature based on Instructor's own personal experience, skill and knowledge.

 SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:00 p.m., with the last client taken at 5:00 p.m., Sundays from 10:00 a.m. to 5:00 p.m., with the last client taken at 4:00 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:

datating the term	OI CITIO 116		<del></del> -	(am/pm)
Tuesday:		_ (am/pm) to _		
	10	(am)/pm) to	5	(am/pm)
Wednesday:			7.20	(am/pm)
Thursday:	10	_ (@m/pm) to _	1:30	
•	10	_(am/pm) to_	7:30_	(am/pm)
Friday:	<del></del>		x17.47	
Saturday:		(am/pm) to	<u></u>	. (am/ pm)
			ľ	

The hourly rate for Instructor's services under this Agreement is \$\_\_\_\_\_ per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

In addition to the above, Instructor represents as follows:

A. Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?

B. Will IAS be providing training to you with respect to any services provided under this Agreement? Instructor's Initials

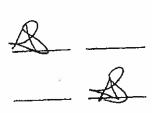
YES NO

<u>&</u> \_&

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- C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?
- D. Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?
- E. Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?



- F. Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?
- G. Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?
- 9. **REPORTING OF INCOME:** It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
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  - 11. COMPLIANCE WITH LEGAL OBLIGATIONS: Instructor shall maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.

- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- 15. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.
- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and

conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.
- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. **CONSTRUCTION:** Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- 26. **DUPLICATE COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. **EFFECTIVE DATE**: This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay Instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will

pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. **EXECUTION OF THIS INSTRUCTOR'S** UNDERSTANDING, **CONSTRUED** AS BE **AGREEMENT** SHALL ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

Written Histrument signed by both part	143.	
This Agreement is hereby entered into thi	s 20th day of January 2016.	
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE	
file XIV	Authorized Signature	-
Authorized Signature	Authorized Signature	
Printed Name	Printed Name (65/58)	*
COSMO Title	2295 Market Street Reno, Nevada 89502	
Victoria Mobiley Einger	(775) 823-9003	
Business/Company Name		
8200 Offenhausex Dr. 1014 Address	©	
Memo NV, 89511 City, State, Zip		
— (775)339-(05(05) Phone Cell Phone		
EIN, UBI or SSN	8	
ochdeesingenagmail com		577

THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

EFFECTIVE DATE:

10/01/2015

BUSINESS CLASSIFICATION:

**Booth Rental** 



8200 Offenhauser Dr 101H

City of Reno

EXPIRATION DATE:

LICENSE #:

669 IAS0522

09/30/2016





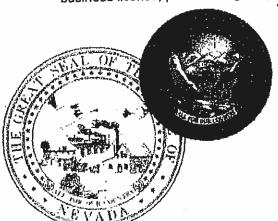
# **NEVADA STATE BUSINESS LICENSE**

Sole Proprietor Victoria Ashley Singer

Nevada Business Identification #NV20151302590 Expiration Date: 05/31/2017

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 06/01/2016

Barbara K. CEGAVSKE

Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases.

Failure to do so will result in late fees or penalties which by law <u>cannot</u> be waived.

There is no fee for cancellation.

JA1345

IAS0🚅

BARBARA K. CEGAVSKE Secretary of State

JEFFERY LANDERFELT

Deputy Secretary
for Commercial Recordings

STATE OF NEVADA



OFFICE OF THE SECRETARY OF STATE

Commercial Recording Division 202 N. Carson Street Carson City, NV 89701-4069 Telephone (775) 684-5708

Fax (775) 684-7138

## NOTICE OF EXEMPTION NEVADA STATE BUSINESS LICENSE

## Sole Proprietor

You have filed a notice citing a statutory exemption "003" pursuant to Nevada Revised Statutes and therefore are not required to maintain a Nevada State Business License.

If your exemption changes or your business is no longer exempt, you must file an amendment reflecting your current business status.

Nevada Business Identification: NV20151302590

Name: Victoria Ashley Singer Expiration Date: 5/31/2016

Exemption Code: 003 A home-based business whose net earnings are not more than 66 2/3

percent of the Nevada average annual wage

Issued this 13th day of May, 2015.

Please Post in a Conspicuous Location

### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

#### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 20 day of 2016 by and between International Academy of Style (hereinafter referred to as "Instructor").

#### Preamble

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. TERMS: The terms of this agreement shall commence on the <u>20</u> day of <u>31, 2011</u>, covering <u>411</u> academic period(s).
- 2. TERMINATION: This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice. Termination of services without providing the required notice will constitute a breach



IAS0525

of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

- A. Instructor is charged with a felony crime;
- B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;
- C. Instructor fails to perform his or her services in a competent manner;
- D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;
- E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;
- F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;
- G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.
- 3. NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

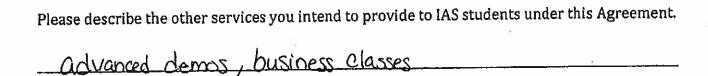
Loni D. Casteel
International Academy of Style
2295 Market Street
Reno, Nevada 89502
(775) 823-9003

4.	SCOPE OF SERVICES:	Instructor	shall	provide	instruction	in	the	below	fields	in
	accordance with the ter	ms and con-	ditions	s stated h	erein, and ar	ıy s	pecil	fically r	eferenc	:ed
	attachments hereto.									

RIGIE	Cosmetology Services
₫,	Hair Design Services
	Licensed Instructor Services







5. **DUTIES:** Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

6. COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$228 per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be

IAS0527

provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

- Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by Instructor personally, as the services agreed to are specialized in nature based on Instructor's own personal experience, skill and knowledge.
- 7. **SCHEDULE OF SERVICES:** Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:00 p.m., with the last client taken at 5:00 p.m., Sundays from 10:00 a.m. to 5:00 p.m., with the last client taken at 4:00 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:

**************************************			4.4 - 4.70	
Tuesday:	<u>NA</u>	(am/pm) to	NA	(am/pm)
Wednesday:		(am/pm) to	10:30	(am/pm)
Thursday:	11	(am)/pm) to	10:30	(am/pm)
Friday:		(am/pm) to		(am/pm)
Saturday:	9	(am/pm) to		(am/pff)
· · · · · · · · · · · · · · · · · · ·				

The hourly rate for Instructor's services under this Agreement is \$ 11:50 per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

In addition to the above, Instructor represents as follows:

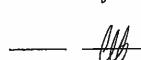
- A. Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?
- B. Will IAS be providing training to you with respect to any services provided under this Agreement?

Instructor's Initials

YES N

rovided under this Agreement?

Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?



Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?

Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?

Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?

- Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?
- REPORTING OF INCOME: It shall be the responsibility of Instructor to properly report 9. all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- INSURANCE COVERAGE: Instructor, as an independent contractor and not an 10. employee of IAS, must carry policies of insurance, to the extent required by law, and pay all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement. Copies of proof of insurance must be attached to this Agreement at Attachment A.
- COMPLIANCE WITH LEGAL OBLIGATIONS: Instructor shall maintain for the duration 11. of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.



- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- 13. ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
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- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.
- 17. **CONFIDENTIALITY:** Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
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- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and

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conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. **CAPTIONS**: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.
- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- **26. DUPLICATE COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. EFFECTIVE DATE: This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay Instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will



pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. EXECUTION OF THIS INSTRUCTOR'S UNDERSTANDING. CONSTRUED AS AGREEMENT SHALL BE ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

This Agreement is hereby entered into	this 20 day of January 2016.	i i
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE	
Lausta	MMM	
Authorized Signature	Authorized Signature	
Faustine Flamm Printed Name	Printed Name	
instructor/Cosmetalogist	2295 Market Street Reno, Nevada 89502 (775) 823-9003	
Faustine M. Flamm Business/Company Name		
1276 Philippi Street Address	41	
Carson City, NV 89701 City, State, Zip		
Phone Cell Phone		
EIN, UBI or SSN		
Shopaholic 910 gmail.com		

THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

01/01/2016 EFFECTIVE DATE:

12/31/2016

EXPIRATION DATE:

127198

LICENSE #:

CLASSIFICATION: BUSINESS

Booth Rental

RENO, WASHOE CO., NEVADA

THIS LICENSE EXPIRES AS SPECIMED ABOVE

CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS OF THE STATUTES OF THE STATE OF LICENSED BUSINESS TO BE

NEVADA AND RENO MUNICIPAL CODE

NAME OF BUSINESS:

Faustine N Flamm

1276 Philippi St

SS LOCATION:

LICENSEE - NAME AND ADDRESS:

CARSON CITY, NV 89701 Faustine N Flamm 1276 Philippi St

SIGNATURE

City of Reno

CITY CLERK

IAS0535

682





## **NEVADA STATE BUSINESS LICENSE**

Sole Proprietor faustine flamm

Nevada Business Identification #NV20131748185

Expiration Date: 12/31/2016

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/19/2016

ochora K. Cegovske

BARBARA K. CEGAVSKE

Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which by law <u>cannot</u> be waived.

There is no fee for cancellation.

### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

#### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this <u>20</u> day of <u>Tanuary</u>, 2016 by and between International Academy of Style (hereinafter referred to as "Instructor").

#### Preamble

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. TERMS: The terms of this agreement shall commence on the 20 day of January, through the 31 day of <u>Accember</u> covering <u>011</u> academic period(s).
- 2. **TERMINATION:** This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice. Termination of services without providing the required notice will constitute a breach

of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS-may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

- A. Instructor is charged with a felony crime;
- B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;
- C. Instructor fails to perform his or her services in a competent manner;
- D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;
- E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;
- F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;
- G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.
- 3. NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

Loni D. Casteel International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

		(775) 823	-9003		
4.	accordan	F SERVICES: Instructor shall ce with the terms and condition nts hereto.	provide is stated h	instruc erein, ai	tion in the below fields in nd any specifically referenced
		Cosmetology Services Hair Design Services Licensed Instructor Services	÷		Aesthetician Services Nail Technology Services Other

Please describe the other services you intend to provide to IAS students under this Agreement.

Advanced	classes	indudina	21: Male	Your	Own	mask,	·
Advanced	o, mach	in Faci	al, e	tc.			

5. **DUTIES:** Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although Instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

6. COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$ \frac{152}{252} \text{ per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be

provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by Instructor personally, as the services agreed to are specialized in nature based on Instructor's own personal experience, skill and knowledge.

7. SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:00 p.m., with the last client taken at 5:00 p.m., Sundays from 10:00 a.m. to 5:00 p.m., with the last client taken at 4:00 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:

auring the term	i or mra viĝi	eemen.		
Tuesday:	NIA	_ (am/pm) to _	NA	_ (am/pm)
Wednesday:	12	_ (am/pm) to _	5_	_(am/pm)
Thursday:	9	_(ap)/(ap) to _	4_	_ (am/pm)
Friday:	9	_ (and/pm) to _	4	_ (am/pm)
Saturday:	ALLA	_ (am/pm) to _	NA	_(am/pm)
saturday.	- <del>4204</del>	- (a) h)		_

The hourly rate for Instructor's services under this Agreement is \$ \_\_\_\_\_ per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

In addition to the above, Instructor represents as follows:

		YES	NO
A.	Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?	Ow	
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?	<u></u>	_con

Instructor's Initials

C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?	<del></del>	<u>/ພ</u>
D.	Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?		<u>w</u>
E.	Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?	<u>w</u>	
F.	Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?	<del></del>	_au
G.	Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in	س	

the performance of services under this Agreement?

- 9. REPORTING OF INCOME: It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- INSURANCE COVERAGE: Instructor, as an independent contractor and not an employee of IAS, must carry policies of insurance, to the extent required by law, and pay all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement. Copies of proof of insurance must be attached to this Agreement at Attachment A.
- of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.

- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.
- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and

conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.
- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- 26. **DUPLICATE COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. EFFECTIVE DATE: This Agreement shall take effect upon the execution of both parties. In the event Instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay Instructor the reasonable value of any services Instructor may have performed for IAS. If a prior Agreement exists, IAS will

pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. EXECUTION OF THIS **INSTRUCTOR'S** UNDERSTANDING, CONSTRUED AS BE **AGREEMENT** SHALL ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

This Agreement is hereby entered into	this 10 day of 1 wary 2016.
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Authorized Signature	Authorized Signature
Cheyanna Wolf Printed Name	Printed Name
<u>Alsthetician</u> Title	2295 Market Street Reno, Nevada 89502 (775) 823-9003
Redken IAS Business/Company Name	
4177 Schindler Rd Address	æ
Fallon, NV 80406 City, State, Zip	
775-666-7176 7 Phone Cell Phone	
EIN, UBI or SSN	,
Chevanna K13 Dama Hoom	

Email

## Attachment A

# Attachment A

### Attachment B

## Attachment B

BARBARA K. CEGAVSKE Secretary of State

JEFFERY LANDERFELT

Deputy Secretary
for Commercial Recordings

STATE OF NEVADA



OFFICE OF THE SECRETARY OF STATE

Commercial Recording Division 202 N. Carson Street Carson City, NY 89701-4069 Telephone (775) 684-5708 Fax (775) 684-7138

### NOTICE OF EXEMPTION NEVADA STATE BUSINESS LICENSE

#### Sole Proprietor

You have filed a notice citing a statutory exemption "004" pursuant to Nevada Revised Statutes and therefore are not required to maintain a Nevada State Business License.

If your exemption changes or your business is no longer exempt, you must file an amendment reflecting your current business status.

Nevada Business Identification: NV20161036427

Name: Cheyanna Wolf

Expiration Date: 1/31/2017

Exemption Code: 004 A natural person whose sole business is the rental of four (4) or fewer

dwelling units to others

Issued this 20th day of January, 2016.

Please Post In a Conspicuous Location

NOTES	RECEIPT DATE 1 20/10 NO. 061.628
AVE.	ADDRESS 40 131 South Maine # 713
FALLOI TS OFF IAMS A	FOR BUS. Lie # 54956
OF FLERK	ACCOUNT HOW PAID  AMI, OF ACCOUNT CASH 123116
CITY CITY OF W. PALLO	AMT. 50 OD CHECK BALANCE MONEY BY
55.	DUE ORDER #22001 REDERING # 81806

#### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

#### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 22 day of <u>(anum)</u>, 2016 by and between International Academy of Style (hereinafter referred to as "IAS") and <u>(hanssa Banhs</u> (hereinafter referred to as "Instructor").

#### Preamble

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 2. **TERMINATION:** This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice. Termination of services without providing the required notice will constitute a breach

of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

A. Instructor is charged with a felony crime;

B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;

C. Instructor fails to perform his or her services in a competent manner;

D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;

E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;

F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;

G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.

3. NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

Loni D. Casteel
International Academy of Style
2295 Market Street
Reno, Nevada 89502
(775) 823-9003

4.	SCOPE OF SERVICES:	ms and cone	dition:	s stated h	erein, and ar	ny s	pecií	fically re	eferenc	ed
á	attachments hereto.				,					

Cosmetology Services Hair Design Services Licensed Instructor Services	Aesthetician Services Nail Technology Service Other	:S
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Please describe the other services you intend to provide to IAS students under this Agreement.
Page 1
15

5. **DUTIES:** Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

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Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

6. COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of \$ 7 \(\frac{40}{20}\) per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be

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Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

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Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, Instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreements

during the term	of this Agreement:	7 5	_
Tuesday:	(am/pm)	to	_ (am/ <u>pm</u> )
Wednesday:	(am/pm)		_ (am/p <u>m</u> )
•	(am/pm)		(am/pm)
Thursday:	y 档 (am/pm)		(am/pm)
Friday:	n/k (am/pm)	to n/k	(am/pm)
Saturday:	(am/pm)	LO	_ (4, p)

The hourly rate for Instructor's services under this Agreement is \$\_\_\_\_\_\_\_ per hour of service.

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Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

In addition to the above, Instructor represents as follows:

		<u>Instructor's Initials</u>	
		YES	NO
<b>A.</b>	Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?	<u>w</u>	
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?		Wo

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IAS0555

- Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement? Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of Do you hold yourself out to be engaged in a separate business from IAS, including having your own business
- license in your own name and/or owning, renting or leasing property in furtherance of your business?
- Are you restricted from offering your services to the general public or in another educational facility while engaged in performing services under this Agreement?
- Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?
- REPORTING OF INCOME: It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State 9. and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
- INSURANCE COVERAGE: Instructor, as an independent contractor and not an employee of IAS, must carry policies of insurance, to the extent required by law, and pay 10. all taxes and fees incidental thereto, including, but not limited to general liability and worker's compensation insurance. The services I am performing under this Agreement are services performed as an independent instructor and are not services performed as an employee of IAS for purposes of NRS Chapter 616A. NRS 616A.110(9)(c) expressly excludes from the definition of "Employee" for purposes of worker's compensation coverage, "[a]ny person who...[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for purposes of this chapter." Instructor hereby represents and agrees that he or she meets this exclusion pursuant to the Agreement. Copies of proof of insurance must be attached to this Agreement at Attachment A.
- COMPLIANCE WITH LEGAL OBLIGATIONS: Instructor shall maintain for the duration 11. of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Instructor to provide the services required by this Agreement. Instructor agrees he or she is responsible for payment of any such government obligations during the performance of this Agreement. Copies of proof must be attached to this Agreement at Attachment B.

- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
- 14. HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its officers, agents, and employees, from and against any and all liability, claims, demands, losses and actions for injury to and/or death of persons and/or damage to property, arising out of or incurred in connection with Instructor's performance under this Agreement.
- **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
- **PREVIOUS AGREEMENT:** Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.
- 17. CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Instructor while performing services at IAS to the extent such information is confidential by law or otherwise required by this Agreement.
- 18. PROPER AUTHORITY: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Instructor acknowledges that this Agreement is only effective for the period of time specified in this Agreement. Any services performed before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Instructor.
- 19. QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances, and shall be responsible for the professional quality and completeness of all services performed under this Agreement.
- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and

conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of Nevada. If IAS must bring suit to recover costs and fees associated with damages, taxes, fees, or any other responsibilities or liabilities of Instructor, IAS will be entitled to an award of costs, reasonable attorney's fees, and interest at the maximum rate permitted by law, in addition to any other relief awarded.
- 22. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed according to the laws of the State of Nevada, and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Reno, Nevada, whichever has proper jurisdiction over the particular dispute, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.
- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.
- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
- 25. CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to consult with an attorney prior to executing this Agreement and that he or she fully understands all terms and conditions of this Agreement. As such, no provision of this Agreement shall be construed against IAS as the drafter in the event of a dispute between the parties.
- 26. DUPLICATE COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
- 27. **EFFECTIVE DATE**: This Agreement shall take effect upon the execution of both parties. In the event instructor performs services at the request of IAS prior to the effective date of this Agreement, IAS agrees that it will pay instructor the reasonable value of any services instructor may have performed for IAS. If a prior Agreement exists, IAS will

pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. EXECUTION OF THIS UNDERSTANDING, INSTRUCTOR'S **CONSTRUED** AS BE SHALL **AGREEMENT** ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

Multigu meneragence by some	Ł
This Agreement is hereby entered into this	22 day of
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Authorized Signature	Authorized Signature
Charlesa Banks Printed Name	Printed Name
Title	2295 Market Street Reno, Nevada 89502 (775) 823-9003
Business/Company Name	
101001 Visto Balla Lanc. Address	
hono, n V 8452 1 City, State, Zip	
Phone 715 303 - 8158 Cell Phone	,
EIN, UBI or SSN	
Charlesa bankse yahar. com Email	

THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

EFFECTIVE DATE:

02/01/2016



BUSINESS CLASSIFICATION:

General Business

2295 Market St

NAME OF BUSINESS:



City of Reno

LICENSE #:

EXPIRATION DATE:

01/31/2017

OF THE STATUTES OF THE STATE OF NEVADA AND RENO MUNICIPAL CODE AND SUBJECT TO THE PROVISIONS CONDUCTED IN CONFORMITY WITH

IAS0560

JA1382

SECRETARY OF STATE



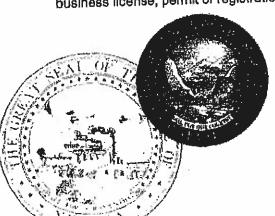
# NEVADA STATE BUSINESS LICENSE Sole Proprietor CHARISSA MARIE BANKS

CHAR CHARADES

### Nevada Business Identification #NV20131678246 Expiration Date: 11/30/2016

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in fleu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/19/2016

Barbara K. CEGAVSKE

Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases.

Failure to do so will result in late fees or penalties which by law cannot be waived.

There is no fee for cancellation.

108 JA1383

#### International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

#### INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this day of Aucl 2016 by and between International Academy of Style (hereinafter referred to
as "IAS") and Loura that man (hereinafter referred to as "Instructor").

#### Preamble

WHEREAS, IAS is an educational facility providing instruction in the areas of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, IAS desires to provide its students with additional, specialized instruction, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature offered to students of IAS that distinguishes IAS from other similar schools in Nevada and sets a high standard in the industry for new beauty professionals entering this industry in Nevada as graduates of IAS; and

WHEREAS, IAS desires to accomplish its objective by hiring independent contractors who are specialists in the various fields of cosmetology, including hair design, aesthetics, and nail technology; and

WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

WHEREAS, Instructor represents that he or she is duly qualified, licensed, trained, experienced and competent to perform the services herein described, and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be provided.

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- TERMS: The terms of this agreement shall commence on the day of through the day of academic period(s).
- 2. **TERMINATION:** This Agreement may be revoked without cause by either party prior to the date set forth in Paragraph 1 by notifying the other party in writing at least (10) days in advance of the effective date of the termination specified in such notice. Termination of services without providing the required notice will constitute a breach



709

of this Agreement and is subject to the remedies governed under Disputes in Paragraph 21.

IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective date of termination. The 10-day notice period does not apply to termination of this Agreement for cause.

Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this Agreement:

A. Instructor is charged with a felony crime;

Hair Design Services

Licensed Instructor Services

B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;

C. Instructor fails to perform his or her services in a competent manner;

D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;

E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;

F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;

G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.

NOTICES: All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered my mail, email, or hand 3. delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

> Loni D. Casteel International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

4.	SCOPE OF SERVICES: accordance with the ter attachments hereto.	Instructor shall rms and conditions	provide s stated h	instruction erein, and ar	in the ny specif	below ically re	fields eferenc	
	Cosmetology	/ Services		Ae:	stheticia	n Servic	ces	



Nail Technology Services

ease describe the other services you intend to provide to IAS students under this Agreement.

5. **DUTIES:** Instructor understands that IAS is an educational facility licensed by the State of Nevada under NRS Chapter 644.380 to conduct a school of cosmetology and, as such, must abide by the statutes, codes, rules and regulations governing such facilities. Instructor understands that he or she also must be a licensed instructor in order to provide services to IAS students under this Agreement. As a licensed instructor, Instructor agrees to abide by the statutes, codes, rules, and regulations governing Instructor while providing services to IAS students.

Instructor understands that he or she is not contracting to fulfill the requirements of NRS 644.395, which requires IAS to maintain a staff of at least two licensed instructors and one additional licensed instructor for each 25 enrolled students, or major portion thereof, over 50 students. Instructor understands that the owners of IAS and the students who have provisional licenses issued pursuant to NRS 644.193 are considered instructors for purposes of NRS 644.395. Although instructor is not contracting to meet the requirements of NRS 644.395, students will obtain credit for service hours provided by Instructor to be used towards minimum hour requirements of students to obtain a license in accordance with Nevada law.

Instructor is solely responsible for any loss or damage to Instructors personal property, including equipment.

6. COMPENSATION: Instructor shall provide the above services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. For performing such services, Instructor shall be compensated by billing students based upon Instructor's hourly rate set forth below in this Agreement for services provided. Instructor shall provide an invoice to IAS for payment on students' behalf out of student account funds set aside for this purpose. Invoices may be submitted at the Instructor's discretion, for example weekly or biweekly; however, invoices must be submitted no less than once per month for proper accounting of students' accounts. The parties agree that timeliness of billing is of the essence to this Agreement for proper deduction from student accounts. Invoices must provide an accurate detail of all billing.

Instructor is responsible for all costs associated with obtaining and supplying materials, supplies, and equipment necessary for Instructor to provide services under this Agreement. Instructor shall pay IAS a chair rental fee of per month for use of IAS facilities to provide services under this Agreement. Instructor may request in advance prior to the due date of said fee to teach Theory, or other general instruction requirements not part of this Agreement as determined by IAS and agreed upon in advance by the parties, in lieu of paying a chair rental fee. The instruction must be



provided in the same month the chair rental fee is due and payable. No other compensation will be provided for instruction in lieu of chair rental fee.

Students may use supplies, materials, and equipment supplied by IAS while participating in services provided by Instructor if applicable. In the event Instructor desires student(s) to use supplies or equipment not supplied by IAS, Instructor is solely responsible for the costs associated with providing said supplies and may not pass on the cost to the student(s) unless expressly agreed to by the student in writing. No deductions will be made from student accounts to pay for supplies or equipment invoiced by Instructor without written consent of student(s) accompanying said invoice.

Instructor is responsible for hiring and compensating any assistant worker needed in order to provide the services agreed upon under this Agreement. Instructor agrees, however, that the actual service of instruction provided to students under this Agreement must be performed by Instructor personally, as the services agreed to are specialized in nature based on Instructor's own personal experience, skill and knowledge.

7. SCHEDULE OF SERVICES: Instructor shall provide all services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Hours Instructor desires to work are at the sole discretion and control of Instructor. However, Instructor understands that Student Salon Hours are Tuesday through Friday from 10:00 a.m. to 7:00 p.m., with the last client taken at 5:00 p.m., Sundays from 10:00 a.m. to 5:00 p.m., with the last client taken at 4:00 p.m. IAS is closed Sunday and Monday.

Instructor must perform services under this Agreement for IAS students during IAS regularly scheduled hours of operation unless Instructor and student(s) agree in writing to hours outside of IAS normal operations. Use of IAS facilities for instruction outside of IAS normal hours of operations must be requested and approved in advance by IAS. If advance approval is given to use IAS facilities for instruction outside of IAS normal operating hours, instructor agrees and is solely responsible for meeting the requirements of NRS 644.395 and all other requirements under Chapter 644 applicable for Instructor's services. If Instructor and student agree to services provided outside of IAS facilities, Instructor is solely responsible for any and all requirements, risks and liabilities associated with instructing students outside IAS licensed facility.

Instructor desires to provide services to IAS students on the following weekly schedule during the term of this Agreement:\_

during the term	of this Agreement.
Tuesday:	5 3 (am/pm) to 10 30 (am/pm)
Wednesday:	5/30 (am/pm) to 10/30 (am/pm)
Thursday:	5:20 (am/pm) to 10:31 (am/pm)
Friday:	5/30 (am/pm) to 10/20 (am/pm)
Saturday:	9:00 (am/pm) to 7:30 (am/pm)
bacar auj .	- C

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The hourly rate for Instructor's services under this Agreement is \$ 11200 per hour of service.

It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

8. INDEPENDENT CONTRACTOR: Instructor is associated with IAS only for the purposes and to the extent specified in this Agreement. Instructor is and shall be an independent contractor and, subject only to the terms of this Agreement and state laws applicable to the services performed, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to his or her duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of employer-employee or principal-agent, or to otherwise create any liability for IAS whatsoever with respect to indebtedness, liabilities, and obligations to Instructor or any other party.

Instructor shall be solely responsible for, and IAS shall have no obligation with respect to (1) withholding of income taxes, or any other taxes or fees; (2) industrial insurance coverage; (3) accumulation of vacation leave or sick leave; or (4) unemployment compensation coverage. Instructor shall be responsible for paying his or her own medical bills for any personal illness or injuries occurring during the term of this Agreement. Instructor shall indemnify and hold IAS harmless from, and defend IAS against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

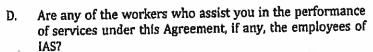
In addition to the above, Instructor represents as follows:

	4	YES	NO
<b>A.</b>	Do you have the right to control when, where and how services under this Agreement are to be performed, subject to complying with state laws and the Board of Cosmetology rules and regulations?	<u>@</u>	
B.	Will IAS be providing training to you with respect to any services provided under this Agreement?		

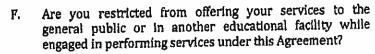


Instructor's Initials

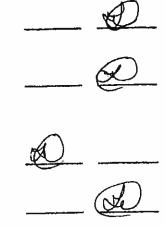
C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?

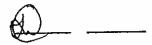


E. Do you hold yourself out to be engaged in a separate business from IAS, including having your own business license in your own name and/or owning, renting or leasing property in furtherance of your business?



G. Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement?





- 9. REPORTING OF INCOME: It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
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- 12. ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or subcontractor of all the stipulations of this Agreement. It shall remain the responsibility of Instructor to compensate the substitute or subcontractor. An exception will be made for the substitution of Instructors who also have Agreements with IAS and whose services and specialties are equivalent to Instructor for the services being substituted under this Agreement.
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- 16. PREVIOUS AGREEMENT: Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.
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- 20. ENTIRE AGREEMENT: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and



conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

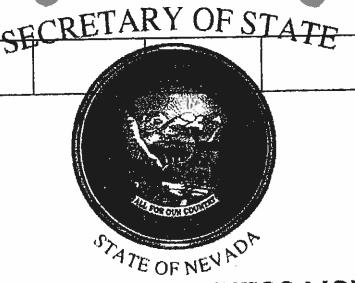
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- 23. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.
- 24. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, that provision will be deemed severed from this Agreement and the validity and enforceability of the remaining provisions, or portion of them, will not be affected and remain fully enforceable.
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- 26. **DUPLICATE COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.
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pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. EXECUTION OF THIS AGREEMENT SHALL BE CONSTRUED AS INSTRUCTOR'S UNDERSTANDING, ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH HEREIN. By executing this Agreement, Instructor acknowledges that he or she has been given the opportunity to consult with his or her legal counsel and either has done so or has voluntarily elected not to do so, and he or she fully understands all terms and conditions set forth herein. Any terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties.

written instrument signed by both parties.				
This Agreement is hereby entered into this 4 day of August 2016.				
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE			
Authorized Signature	Authorized Signature			
Printed Name	Printed Name			
Instructor	2295 Market Street Reno, Nevada 89502 (775) 823-9003			
Business/Company Name				
7000 Mae Anne Aue Ap. Address	t2a5			
Reno, NV 89523 City, State, Zip				
775-247-341 Phone Cell Phone	4			
EIN, UBI or SSN	a e u			
hartmanl 88 @ Yahov.	col			



### **NEVADA STATE BUSINESS LICENSE**

Sole Proprietor Laura Hartman

### Nevada Business Identification #NV20161143760 Expiration Date: 03/31/2017

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 03/09/2016

Barbara K. CEGAVSKE
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases.

Failure to do so will result in late fees or penalties which by law cannot be walved?

LICENSE #; 133963	EXPIRATION DATE: 02/28/2017	RENO, WASHIGE CO., NEVALIT		THIS LICENSE EXPRES A SPECIFIED ABOVE	LICENSED BUSINESS TO BE CONDUCTED IN CONES BATHER WITH AND SUBJECT TO THE PROVISIONS OF THE STATE OF NEWADAAND RENG MUNICIPAL CODE	YOM:
*		RENO	7000 Mase Anne Ave 225		Laura Hilbrition. Thospina Anno Ave 225 REEN C. N. 1895 73	THE CHARLE
THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE	EFFECTIVE DATE: 03/01/2016	BUSINESS Booth Rental CLASSIFICATION:	BUSINESS LACATION.	NAME OF BUSINESS:	LICENSEE - NAMEAND ADDRESS	JA1394 9 IAS0572