IN THE SUPREME COURT OF THE STATE OF NEVADA 1 2 3 INTERNATIONAL ACADEMY OF STYLE, Case Not 05 2021 11:04 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 IV 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

28

JOINT APPENDIX INDEX (Chronological)

Document Name	Date Filed	Bates	Vol. No.
Petition for Judicial Review	03/06/20	JA0001- JA0010	Ι
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
Exhibit 6 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 6 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0431- JA0660	IV

1 2 3	Exhibit 7 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 7 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0661- JA0667	V
4 5	Minutes [Court finds Plaintiff's Application for Stay of Appeal Officer's February 20, 2020 is deemed moot. Plaintiff must keep worker's compensation coverage active pending	3/10/2020	JA0668	V
6	resolution of this case] filed under District Court Case No. CV20-00445			
7	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	04/22/20	JA0669- JA0675	V
8 9	under District Court Case No. CV20-00445 Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2020	JA0676- JA0688	VI
10	under District Court Case No. CV20-00445- Decision and Order, Appeals Officer Sheila Y. Moore dated 2/20/2020		3710000	
11	under Appeal No.'s 1702537-SYM and 1702545-SYM	4/22/2020	JA0689-	VI
12 13	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>Reply in</i>	4/22/2020	JA0704	VI
14	Support of Closing Argument submitted on behalf of Employer/Petitioner dated 8/9/2019 under Appeal No.'s 1702537-SYM and 1702545-SYM			
15	Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA0705-	VI
16	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>DIR Closing</i>		JA0711	
17	Argument on behalf of DIR/Respondent dated 8/1/2019 under Appeal No.'s 1702537-SYM and 1702545-SYM			
19	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2020	JA0712- JA0738	VI
20	under District Court Case No. CV20-00445 – Closing Argument submitted on behalf of Employer/Petitioner dated			
21	12/31/18 under Appeal No.'s 1702537-SYM and 1702545- SYM			
22 23	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2020	JA0739- JA0795	VI
24	under District Court Case No. CV20-00445 – Transcript of Proceedings from Appeal Hearing dated November 8, 2018			
25	filed 11/28/2018 Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA0796-	VI
26	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International</i>		JA0809	
27	Academy of Style's Documentary Exhibit # 1 under Case No. 1706718			
28	1,00,10			

1	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2020	JA0810- JA0961	VI,VII
2	under District Court Case No. CV20-00445 – International Academy of Style's Documentary Exhibit #2 dated 6/28/2017		0110901	
3	Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA0962-	VII
4	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International</i>		JA1051	
5	Academy of Style's Documentary Exhibit #3 dated 6/28/2017 Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA1052-	VII
6	Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2020	JA1140	V 11
7	under District Court Case No. CV20-00445 – International			
	Academy of Style's Documentary Exhibit #4 dated 6/28/2017			
8	Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA1141-	VII,VIII
9	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International</i>		JA1164	
10	Academy of Style's Documentary Exhibit #5 dated 6/28/2017			
10	Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA1165-	VIII
11	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1394	
12	under District Court Case No. CV20-00445 – International			
	Academy of Style's Documentary Exhibit #6 dated 6/28/2017	4/22/2020	TA 1205	137
13	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2020	JA1395- JA1400	IX
14	under District Court Case No. CV20-00445 – International		JA1400	
1.5	Academy of Style's Documentary Exhibit #7 dated 6/28/2017			
15	Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA1401-	IX
16	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1556	
17	under District Court Case No. CV20-00445 – Evidence			
	Packet for the Division of Industrial Relations (DIR) Exhibit			
18	#8 dated 6/27/2017 Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA1557-	IX, X
19	Administrative Procedure Act (Chapter 233B of NRS) filed	7/22/2020	JA1643	121, 21
20	under District Court Case No. CV20-00445 – Evidence			
20	Packet for the Division of Industrial Relations (DIR) Exhibit			
21	#9 dated 6/27/2017	4/22/222	711611	***
22	Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA1644- JA1649	X
	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Supplemental		JA1049	
23	Evidence Packet for the Division of Industrial Relations			
24	(DIR) Exhibit #10 dated 11/8/2018			
	Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA1650-	X
25	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1651	
26	under District Court Case No. CV20-00445 – Order, Appeals Officer Moore filed 1/17/2020			
27	Officer Moore flied 1/1//2020 			
- '		<u> </u>	<u> </u>	1

1 2	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
3	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1654-	X
4	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Order, Appeals		JA1655	
5	Officer Moore, Filed 6/27/2019 Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1656-	X
6	Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2019	JA1657	Λ
7	under District Court Case No. CV20-00445 – Order, Appeals		,	
.	Officer Moore, Filed 11/13/2018			
8	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1658-	X
9	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Order, Appeals</i>		JA1659	
10	Officer Moore, Filed 9/18/2018			
	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1660-	X
11	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1661	
12	under District Court Case No. CV20-00445 – Order, Appeals Officer Moore, Filed 8/17/2018			
13	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1662-	X
	Administrative Procedure Act (Chapter 233B of NRS) filed	112212019	JA1663	11
14	under District Court Case No. CV20-00445 - Order, Appeals			
15	Officer Moore, Filed 8/15/2018			
	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1664-	X
16	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 - <i>Order, Appeals</i>		JA1665	
17	Officer Moore, Filed 6/26/2018			
18	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1666-	X
	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1667	
19	under District Court Case No. CV20-00445 - Order, Appeals			
20	Officer Moore, Filed 5/24/2018 Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1668-	X
21	Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2019	JA1669	Λ
	under District Court Case No. CV20-00445 - Order, Appeals			
22	Officer Moore, Filed 2/23/2018			
23	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1670-	X
	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1671	
24	under District Court Case No. CV20-00445 - <i>Order, Appeals Officer Moore, Filed 12/22/2017</i>			
25	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1672-	X
26	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1673	
	under District Court Case No. CV20-00445 - Order, Appeals			
27	Officer Moore, Filed 12/08/2017			

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1	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1674-	X
	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1675	
2	under District Court Case No. CV20-00445 - Order, Appeals			
3	Officer Moore, Filed 9/7/2017 Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1676-	X
4	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1677	
7	under District Court Case No. CV20-00445 - Order, Appeals			
5	Officer Moore, Filed 7/18/2017			
	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1678-	X
6	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1681	
7	under District Court Case No. CV20-00445 – <i>International</i>			
	Academy of Style's Motion for Continuance and Resetting			
8	dated 7/14/2017		7.1.60	
9	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1682-	X
	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1684	
10	under District Court Case No. CV20-00445 – Pre-Hearing			
11	Statement of the Division of Industrial Relations (DIR) dated			
11	6/30/2017	4/22/2019	TA 1605	v
12	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2019	JA1685- JA1686	X
12	under District Court Case No. CV20-00445 – <i>Notice of</i>		JA1060	
13	Appearance filed 6/27/2017			
14	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1687-	X
	Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2017	JA1690	A
15	under District Court Case No. CV20-00445 – <i>Pre-Hearing</i>		3711070	
16	Statement submitted on behalf of International Academy of			
	Style filed on 6/28/2017			
17	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1691-	X
18	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1692	
10	under District Court Case No. CV20-00445 – Order, Appeals			
19	Officer Moore, filed 5/4/2017			
20	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1693-	X
20	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1696	
21	under District Court Case No. CV20-00445 – <i>Motion for</i>			
	Continuance submitted on behalf of International Academy of			
22	Style filed on 5/3/2017			
23	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1697-	X
23	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1698	
24	under District Court Case No. CV20-00445 – Order, Appeals			
25	Officer Moore, filed 4/20/2017	4/20/2010	T. 1.600	***
23	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1699-	X
26	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1702	
27	under District Court Case No. CV20-00445 – Motion for			
27	Continuance submitted on behalf of International Academy of Style filed on 4/19/2017			
28	Siyie Jileu 011 4/1 7/201 /			

1 2	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>Notice of Appeal and Order to Appear filed on March 23, 2017</i>	4/20/2019	JA1703- JA1704	X
3 4 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 – Request for Hearing Before the Appeals Officer filed on 3/20/2017	4/20/2019	JA1705	X
6	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Certificate of Mailing dated 3/20/2017	4/20/2019	JA1706	X
8 9 10	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Letter of Determination dated 3/14/2017	4/20/2019	JA1707- JA1708	X
11 12	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 7/18/2017	4/20/2019	JA1709- JA1710	X
131415	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Motion for Continuance and Resetting submitted on behalf of Employer/Petitioner	4/20/2019	JA1711- JA1714	X
161718	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Pre-Hearing Statement of the Division of Industrial Relations filed 6/30/2017	4/20/2019	JA1715- JA1717	X
192021	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>Notice of Appearance filed 6/27/2017</i>	4/20/2019	JA1718- JA1719	X
22 23	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 Pre-Hearing Statement	4/20/2019	JA1720- JA1723	X
24252627	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 on 5/4/2017	4/20/2019	JA1724- JA1725	X

1	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2019	JA1726- JA1729	X
2	under District Court Case No. CV20-00445 – Motion for Continuance and Resetting Hearing submitted on behalf of			
3	International Academy of Style filed on 5/2/2017	1/20/2010	*	
4 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 – <i>Order, Appeals</i>	4/20/2019	JA1730- JA1731	X
	Officer Moore, filed on 4/20/2017			
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>Motion for</i>		JA1735	
8	Continuance and Resetting submitted on behalf of			
9	International Academy of Style filed on 4/19/2017 Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1736-	X
10	Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2017	JA1737	21
	under District Court Case No. CV20-00445 – Notice of			
11	Appeal and Order to Appear filed on 3/23/2017	1/20/2010	X 1 4 = 2 0	
12	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2019	JA1738	X
13	under District Court Case No. CV20-00445 – Request for			
	Hearing Before the Appeals Officer filed on 3/20/2017			
14	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1739	X
15	Administrative Procedure Act (Chapter 233B of NRS) filed			
16	under District Court Case No. CV20-00445 – Certificate of Mailing filed March 23, 2017			
	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1740-	X
17	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1741	
18	under District Court Case No. CV20-00445 – Letter of			
19	Determination dated 3/14/2017 Transmittal of Record on Armost Fled and District Count	04/22/20	JA1742-	XI
	Transmittal of Record on Appeal filed under District Court Case No. CV20-00445	04/22/20	JA1742- JA1744	ΛI
20			0211711	
21	Petitioner's Opening Brief filed under District Court Case	06/01/20	JA1745-	XI
22	No. CV20-00445		JA1776	
23	Respondent Division's Answering Brief filed under District Court Case No. CV20-00445	08/13/20	JA1777- JA1820	XI
24	Petitioner's Reply Brief filed under District Court Case No.	09/14/20	JA1821-	XI
25	CV20-00445		JA1829	
	Order Setting Hearing filed under District Court Case No.	10/29/20	JA1830-	XI
26	CV20-00445		JA1831	
27	Minutes - Oral Arguments Petition for Judicial Review	2/11/2021	JA1832- JA1833	XI
28		1		

1	Transcript of Proceedings Oral Arguments	2/11/2021	JA1833a- JA1833hh	
2 3	Order Denying Petition for Judicial Review filed under District Court Case No. CV20-00445	03/01/21	JA1834- JA1844	
4	Notice of Entry of Order filed under District Court Case No. CV20-00445	03/31/21	JA1845- JA1860	
5 6	Case Appeal Statement filed under District Court Case No. CV20-00445	04/30/21	JA1861- JA1867	
7	Notice of Appeal filed under District Court Case No. CV20-00445	04/30/21	JA1868- JA1883	
8 9	Certificate of Clerk and Transmittal—Notice of Appeal filed under District Court Case No. CV20-00445	05/03/21	JA1884	
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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 III OF IV** 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

FILED
Electronically
CV20-00445
2020-03-06 03:42:09 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7780283

EXHIBIT 6

EXHIBIT 6

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: 8 9 of Case No.: 1706706 Appeal No.: INTERNATIONAL ACADEMY OF 1702537-SYM STYLE, BONNIE SCHULTZ & LONI **CASTEEL** 11 12 13 14 **INTERNATIONAL ACADEMY OF STYLE'S** 15 16 **DOCUMENTARY EXHIBIT #6** 17 18 19 20 21 22 23 Guinasso 190 W Huffaker Ln

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

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

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The undersigned does hereby affirm that INTERNATIONAL ACADEMY OF

STYLE'S DOCUMENTARY EXHIBIT #6 filed under Appeal No. 1702537-SYM:

-OR-

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

Does not contain the social security number of any person.

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. Guinasso, Esq.

Attorney for International Academy of Style

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

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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 2017, I served the following:

INTERNATIONAL ACADEMY OF STYLE'S

DOCUMENTARY EXHIBIT #6

on the following in said cause as indicated below:

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

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

June _287, 2017, at Reno, Nevada.

KATRIÑA A. TORRES

Page 3 of 3

INDEX TO INTERNATIONAL ACADEMY OF STYLE'S DOCUMENTARY EXHIBIT #6 Appeal No. 1702537-SYM

DATE	SUMMARY	PAGE
10/19/16	Charissa Banks, Independent Contractor; 1) Certificate of Liability	IAS0349
	Insurance, 2) Independent Instructor Agreement, dated January 5,	365
	2017, 3) Business License, Sole Proprieter	
10/21/16	Melissa Wolf, Independent Contractor; 1) Certificate of Liability	IAS0366
	Insurance, 2) Independent Instructor Agreement, dated January 10,	381
	2017, 3) Business License, Sole Proprieter	
10/21/16	Meledie Wolf, Independent Contractor; 1) Certificate of Liability	IAS0382
	Insurance, 2) Independent Instructor Agreement, dated January 10,	397
	2017, 3) Business License, Sole Proprieter	
10/24/16	Laura Hartman, Independent Contractor; 1) Certificate of Liability	IAS0398
	Insurance, 2) Independent Instructor Agreement, dated January 1,	414
	2017, 3) Notice of Exemption Nevada State Business License,	
	Sole Proprieter	
10/25/16	Jeannine Achter, Independent Contractor; 1) Certificate of	IAS0415
	Liability Insurance, 2) Independent Instructor Agreement, dated	430
	January 10, 2017, 3) Business License, Sole Proprieter	
10/26/16	Maggie Rosado, Independent Contractor; 1) Certificate of Liability	IAS0431
	Insurance, 2) Independent Instructor Agreement, dated January 1,	446
	2017, 3) Business License, Sole Proprieter	
10/27/16	Mychel Christian, Independent Contractor; 1) Certificate of	IAS0447
	Liability Insurance, 2) Independent Instructor Agreement, dated	462
	January 5, 2017, 3) Notice of Exemption Nevada State Business	
04.44.04.6	License, Sole Proprieter	T A CO 4 CO
01/19/16	Meledie Wolf, Independent Contractor; 1) Independent Instructor	IAS0463
	Agreement, dated January 19, 2016, 2) Business License, Sole	476
01/10/17	Proprieter 12 I I I I I I I I I I I I I I I I I I	TAG0477
01/19/16	Melissa Wolf, Independent Contractor; 1) Independent Instructor	IAS0477 490
	Agreement, dated January 19, 2016, 2) Business License, Sole	4 90
01/19/16	Proprieter Maggie Vong, Independent Contractor; 1) Independent Instructor	IAS0491
01/19/10	Agreement, dated January 19, 2016, 2) Business License, Sole	501
	Proprieter	301
01/20/16	Mychel Christian, Independent Contractor; 1) Independent	IAS0502
01/20/10	Instructor Agreement, dated January 20, 2016, 2) Notice of	512
	Exemption Nevada State Business License, Sole Proprieter	312
01/20/16	Ashley Singer, Independent Contractor; 1) Independent Instructor	IAS0513
V1/2U/1U	Agreement, dated January 20, 2016, 2) Notice of Exemption	524
	Nevada State Business License, Sole Proprieter	
01/20/16	Faustine Flamm, Independent Contractor; 1) Independent	IAS0525
01120110	Instructor Agreement, dated January 20, 2016, 2) Business	536
	License, Sole Proprieter	555



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

24

	01/20/16	Cheyanna Wolf, Independent Contractor; 1) Independent	IAS0537-		
		Instructor Agreement, dated January 20, 2016, 2) Notice of	550		
		Exemption Nevada State Business License, Sole Proprieter			
Ī	01/22/16	Charissa Banks, Independent Contractor; 1) Independent Instructor I			
		Agreement, dated January 22, 2016, 2) Business License, Sole	561		
		Proprieter			
Ī	08/04/16	Laura Hartman, Independent Contractor; 1) Independent Instructor	IAS0562-		
		Agreement, dated August 4, 2016, 2) Business License, Sole	572		
		Proprieter			



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

CORD AΗ TYPY COMISS TIND CERTIFICATE OF LIABILITY INSURANCE RO76 10/19/2016 THIS CERTIFICATE IS SUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS Certificate does not affirmatively or negatively anend, extend or alter the coverage afforded by the policies selow. This certificate of ingurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the cartificate holder. IMPORTANT: If the conflicate holder is an ADDITIONAL INSURED, the policy(los) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IB WAIVED, subject to the terms and conditions of the policy, serial patieties may require an embergment. A statement on this conflicate does not confer rights to the conflicate holder in lieu of such endorsoment(s).

OTHER INSURANCE AGENCY INC/PHS

WAS THE SEM. (866) 467-8730

WAS THE (888) 443-6212 NUTMEG INSURANCE AGENCY INC/PHS 025657 P: (866) 467-8730 F: (888) 443-6112 PO BOX 29611 ensuration appoints coverage NACE CHARLOTTE NC 28229 MAPPAN Trumbull Inu Co NOLUTIR É CHARISSA BANKS HOLMEN B. 10601 Vista Bella Ln HOUSEN D RENO NV 89521 (HOLFTCR P COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LIBYED SELOW HAVE SEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY SE ISSUED OR MAY PERTAIN, THE HIGHANDE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE SEEN REDUCED BY PAID CLAIMS PART TAPE PROPERTY 01101. STAN 1534. H331 MANA KEANCH CACH OCCUMPZHOE COMMERCIAL CENERAL LIADILITY DAMAGE TO RENTED CL4/MG-MADE COCUR HEINOED (III COMPRISORS) HILD ENT (Apr wis brings) ORMERAL ADDMEGATE <u>go</u>n'i Ador<u>egat</u>e Limit <u>App</u>ies per POUCY PRODUCTO - COMPTOP AGO OTHER MOUNTED CONTILL LINE AUTOMORIA LIABILITY (RA NOCOWNE) ANY AUYO BODILY HUVRY (Per person) OWNED AUTOS ONLY ACHEDULED NON-OWNED NON-OWNED VALUE DONLY BAURY (For acciding to PHOPERTY DAYAGE AUTOS ONLY UNDITELLA LIAC OCCUR CACH OCCUMENTAL өхсефа цив CLA(MS MADE AGGWEGATE PHI FEHTION O OC0 AMERICAL CONFERENCES X MAILTE ANY ORDINETON BANKARICHER INVE OFFICERNA HOER EXCLUDED? |MANDARY IN 1811 E L BACH ACCIOENT 100,000 # 1 Λ Ó2 WEG ELUG33 11/01/2016 11/01/2017 בו שוקפאטבי בא האפנסיבע 100,000 ff yes, describe under DESCRIPTION OF OPEKATIONS below C.L. ALORAGE - POLICY LIMIT 500,000 DESCRIPTION OF OPERATIONS / LOGATIONS / VEHICLES (ACORD 161, Againment Reprojet Columbia, 1984 be alterhas il riche again le toquitail) Those usual to the Insured's Operations. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03)

INTERNATIONAL ACADEMY OF STYLE

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

INDEPENDENT INSTRUCTOR AGREEMENTS

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.

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

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4.	accordan	F SERVICES: ce with the tents hereto.	Instructor rms and cone	shall dítlons	provide s stated h	instruct erein, an	cion in id any s	the below pecifically	referenced
Please	describe	Cosmetology Hair Design Licensed Ins the other serv	Services	ices end to	provide t	o IAS stu	Nail Te Other	etician Servechnology S	Services

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 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_*[u]*

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 \$2.70 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<u>lul</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, Agr	eement:	2 45	
Tuesday:	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	_(a m/ pm) to _	VE	_(am/pm)
Wednesday:	84	(am/pm) to $_{-}$		_ (am/ pm)
Thursday:	XX	(am/pm) to_	44	_ (am/ p m)
Friday:	141	(am/pm) to	42	_ (am/pm)
•		(am/pm) to $_{-}$		(am/pm)
Saturday:		_ (um/ pm) vo _		

The hourly rate for Instructor's services under this Agreement is $$ _{-}/5 _{-} $$ 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.

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In addition to the above, Instructor represents as follows:

		<u>Instructor's</u>	<u>initiais</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?	4/8	
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?		with
C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?		<u>w</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>u10</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?	wip	`
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> 60</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 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.
- 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 remedles 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 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 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 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.

Written instrument signed by both par	1
This Agreement is hereby entered into th	
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Waske	
Authorized Signature	Authorized Signature
Charlesa Banks Printed Name	Printed Name
Title Instructor	2295 Market Street Reno, Nevada 89502 (775) 823-9003
Chars Charades	(,,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,
Business/Company Name	
lupol Vista Bella In:	
Address	
City, State, Zip	
715 363-8158 Phone Cell Phone	
Fax	
Charissa bankse yaha wm Email	
EIN, UNI or SSN	pg. 10 will

(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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• Form 1 • Form 1 brokers)	1090-MISC (various types of Income, prizes, awards, or gross proceeds) 1090-B (stock or mutual fund sales and certain other transactions by	4. Certify that FATCA code	o(s) entered o orting, is corr	n this form	Of anyl indicat	ino that you are
• Fam.	1099-S (proceeds from real estate transactions)	page 2 for further information	7.			
• Form	1099-K (merchant card and third party network transactions)				Form W-0) (Rev. 12-201/
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Attachment A

Attachment A

pg. 11____

Attachment B

Attachment B

pg. 12____

SECRETARY OF STATE

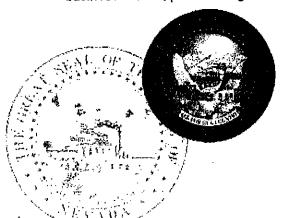


NEVADA STATE BUSINESS LICENSE Sole Proprietor CHARISSA MARIE BANKS

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

BARBARA K. CEGAVSKE
Secretary of State

You may verify this Ilcense 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.

IAS0363

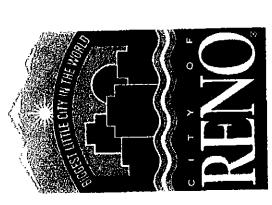
JA0451

THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE 02/01/2016 EFFECTIVE DATE:

BUSINESS CLASSIFICATION:

General Business

RENO, WASHOE CO., NEVADA



01/31/2017

EXPIRATION DATE:

125820

LICENSE #:

THIS LICENSE EXPIRES AS SPECIFIED

ABOVE

OF THE STATUTES OF THE STATE OF NEVADA AND RENO MUNICIPAL CODE

CONDUCTED IN CONFORMITY WITH

LICENSED BUSINESS TO BE

AND SUBJECT TO THE PROVISIONS

LICENSEE - NAME AND ADDRESS:

Charissa Banks 10601 Vista Bella Ln RENO, NV 89521

Char's Charades

NAME OF BUSINESS:

2295 Market St

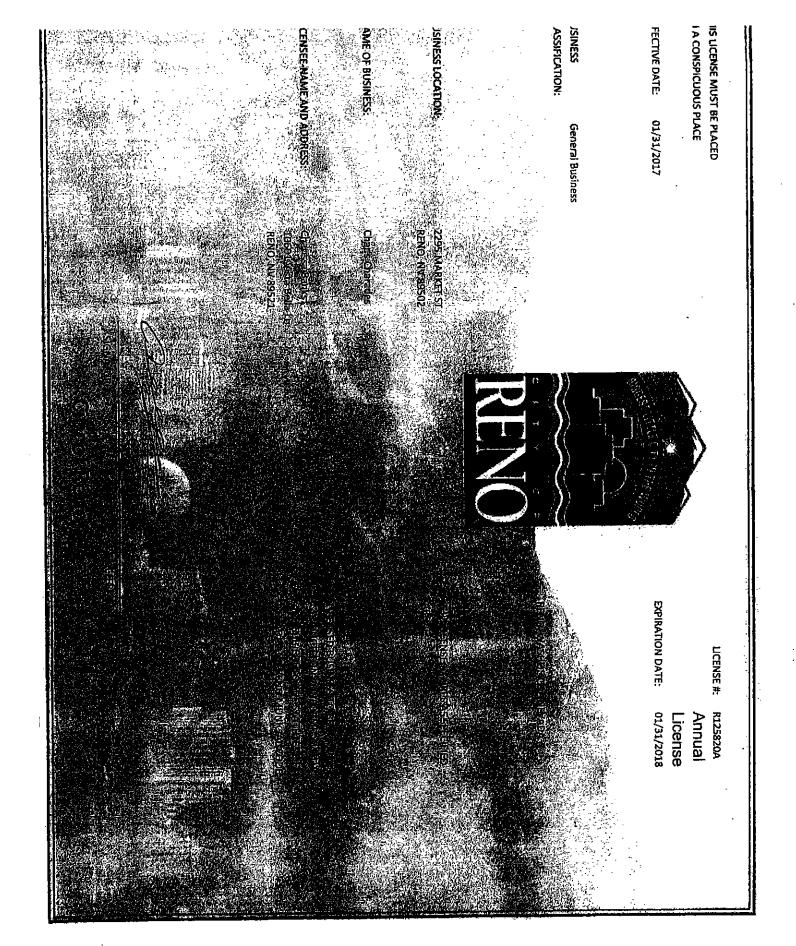
BUSINESS LOCATION:

SIGNATURE

City of Reno

CITY CLERK

JA0452 IAS0364





CERTIFICATE OF LIABILITY INSURANCE

R076

10/21/2016

ERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS RALTER THE COVERAGE AFFORDED BY THE POLICIES ACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED MINISTER HOLDES MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS NEURER(S) AFFORDING COVERAGE NACK NOI: (888) 443-6112 REVISION NUMBER: N ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD Y CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DBY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE SEN REDUCED BY PAID CLAIMS. REVISION SUBJECT TO ALL THE SEN REDUCED BY PAID CLAIMS. REVIEW AND SUBJECT TO ALL THE DAMAGE TO RENTED PREMISES (Es occurrence) MED EXP (Any one person) MED EXP (Any one person) MED EXP (Any one person)
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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

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this <u>10</u> day of <u>Squary</u> 2011 by and between International Academy of Style (hereinafter referred to as "IAS") and <u>Malissa Wolf</u> (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 2017 through the 31 day of 2010 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.

 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. Please	accordance with the terms and condition attachments hereto. Cosmetology Services Hair Design Services Licensed Instructor Services e describe the other services you intend to	s stated herein, 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	of this Agreement.	£:00	(am/om)
Tuesday:	8:30 (am) pm) to	3,0-	• /
Wednesday:	(am/pm) to		(am/pm)
Thursday:	N 14 (am/pm) to	<u> 14 </u>	(am/pm)
•	9:30 (am/pm) to	10:30	(am/pm)
Friday:	// / (am/pm) to		(am/pm)
Saturday:	 (am/pm) u		, (amy pm)

The hourly rate for Instructor's services under this Agreement is \$ 15.00 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.

pg. 5<u>///</u>)

In addition to the above, Instructor represents as follows:

		Instructor'	<u>s 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?		1w
C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?		The
D.	Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?		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.	11 - for naving your own income taxes and	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.
- **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 sult 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.

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. **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 part	ies.
This Agreement is hereby entered into thi	s 10 day of January 2011.
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Authorized Signature	Authorized Signature
Melissa Wolf Printed Name	Printed Name
Title	2295 Market Street Reno, Nevada 89502 (775) 823-9003
Business/Company Name	
732 BAZAV Cir Address	
Rono WU 89502 City, State, Zip	
(725) 224-75 6.7 Phone Cell Phone	3
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Email	
Email	
EIN, UNI or SSN	pg. 19/11/

Request for Taxpayer Identification Number and Certification

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

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Attachment A

Attachment A

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Attachment B

Attachment B

pg. 12/4)

AS0379

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

Barbara K. Cegavske

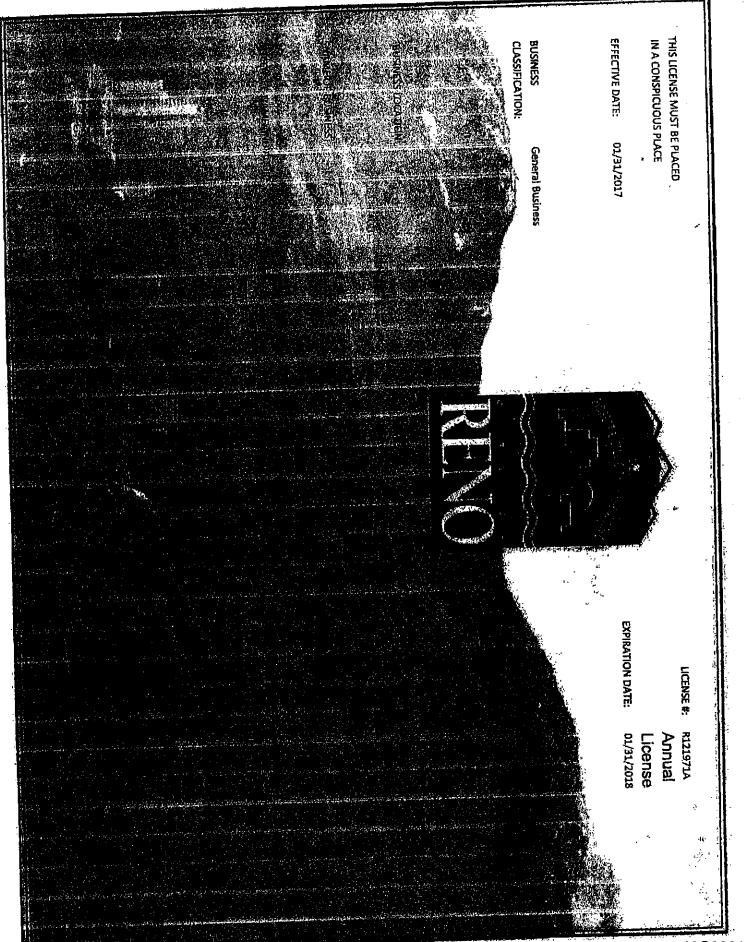
BARBARA K. CEGAVSKE

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.



IAS0381



CERTIFICATE OF LIABILITY INSURANCE

AH R076 DATE (MM/DD/YYYY) 10/21/2016

THIS CERTIFICATEIS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVI BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, A	ELY (ANC	DR M E DO	egatively amend, e des not constitute restificate holde	EXTEND OR ALTER : A CONTRACT BET R.	THE COVERAGE WEEN THE 188U	E AFFORDED BY THE FOI ING INSURER(S), AUTHO	RIZED
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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

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 10 day of 10 and 2011 by and between International Academy of Style (hereinafter referred to as "IAS") and Melecie 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 10 day
- 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 or Bonnie Schultz International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

pg. 2/MW

4.	accordan	F SERVICES: Instructor shall page of the shall page of the series and conditions onto hereto.	provide instruc stated herein, a	nd any specifically referenced
Please	describe	Cosmetology Services Hair Design Services Licensed Instructor Services the other services you intend to p	rovide to IAS stu	Aesthetician Services Nail Technology Services Other Idents 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.

pg. 3/M

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 \$2.44 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



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	J
•	9:00 (am/pm) to 3:60 (am/pm)
Wednesday:	17 - Carrier (1997)	
Thursday:	9:00 (am/pm) to 5:00 (am/pm	J
•	8:45 (am/pm) to 4:45 (am/pm	1
Friday:	(). 4.3 (am) pm) =	-
Saturday:	N/A (am/pm) to N/A (am/pm	J
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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. 5/1/0)

In addition to the above, Instructor represents as follows:

		<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	
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?	·	MW
D,	Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?	· ·	MW
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?	m	

- 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 WU.

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.
- **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/MW

- 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 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.

AATTECOM HEIDER GILLIAND OF BEING A	
This Agreement is hereby entered into th	is 1/2 day of January 2017.
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Mellot Wurf	Authorized Signature
Authorized Signature	Authorized Signature
Meledie Wolf Printed Name	Printed Name
	2295 Market Street
Title	Reno, Nevada 89502 (775) 823-9003
Meledie Warf Business/Company Name	
110 Balzar Cir	·
Address	
Rino, NV 85002	
City, State, Zip	
775-224-75° Phone Cell Phone	4
Fax	
Moledie Wolf @ Gmail.com	7
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(Rev. December 2014)
Department of the Tressury

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Attachment A

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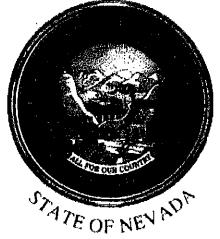
pg. 11____

Attachment B

Attachment B

pg. 12____

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

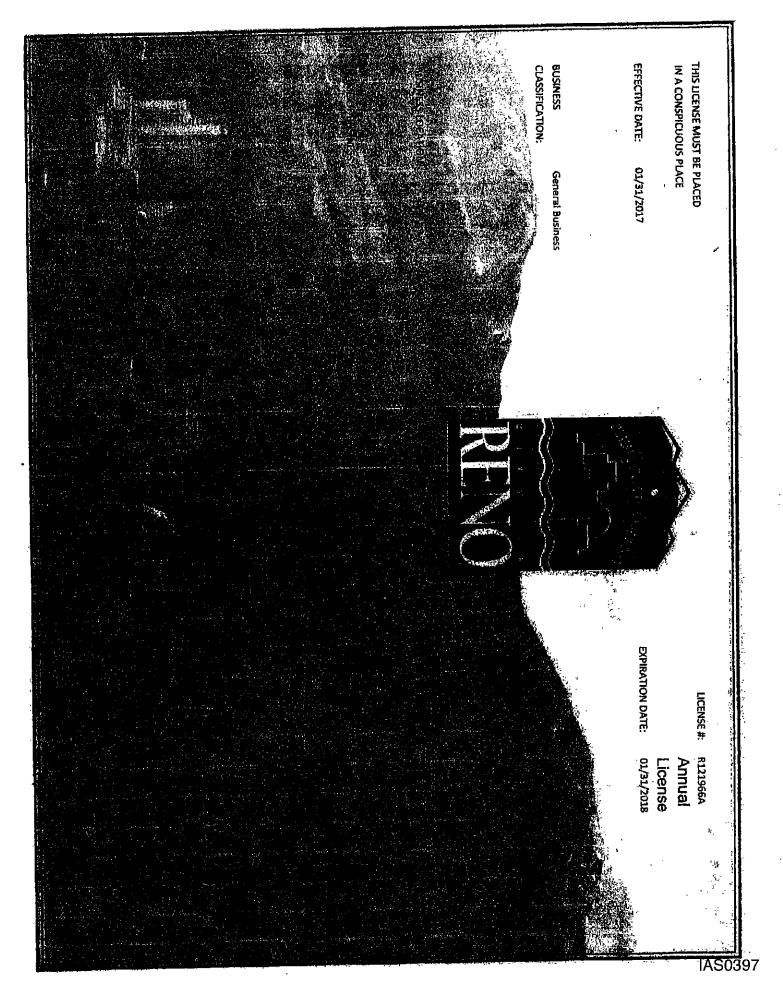
BARBARA K. CEGAVSKE
Secretary of State

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 <u>cannot</u> be walved.

There is no fee for cancellation.



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CERTIFICATE OF LIABILITY INSURANCE

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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 day of, 2017 by and between International Academy of Style (hereinafter referred to as "IAS") and telephone (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 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<u></u>

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.
Pleas	Cosmetology Services Hair Design Services Licensed Instructor Services Other 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.

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<u>%</u>

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.

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<u>£</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:

Tuesday: 5:30 (am/pm) to 10:30 (am/pm)
Wednesday: 5:30 (am/pm) to 10:30 (am/pm)
Thursday: 5:30 (am/pm) to 10:30 (am/pm)
Friday: 5:30 (am/pm) to 10:30 (am/pm)
Saturday: 9:00 (am/pm) to 1:30 (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:

Instructor's Initials NO YES 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? Will IAS be providing training to you with respect to any services provided under this Agreement? Will IAS be furnishing you with equipment, tools, supplies C. 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?

- 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.

- 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>×</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.



- 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<u>%</u>

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 . .t.... ad bu both narties

written instrument signed by both par	ties.
This Agreement is hereby entered into th	ls 1 day of January 2017.
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Authorized Signature	Anthorized Signature
Laura Hartman Printed Name	Printed Name
PIL instructor Title	2295 Market Street Reno, Nevada 89502 (775) 823-9003
Business/Company Name	
Address	4225
Rena No 89523 City, State, Zip	
Phone Cell Phone	
Fax	
hartman L 88 Or Yahao Email	
EIN, UNI or SSN	ng. 10

Attachment A

Attachment A

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Attachment B

Attachment B

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IAS0410

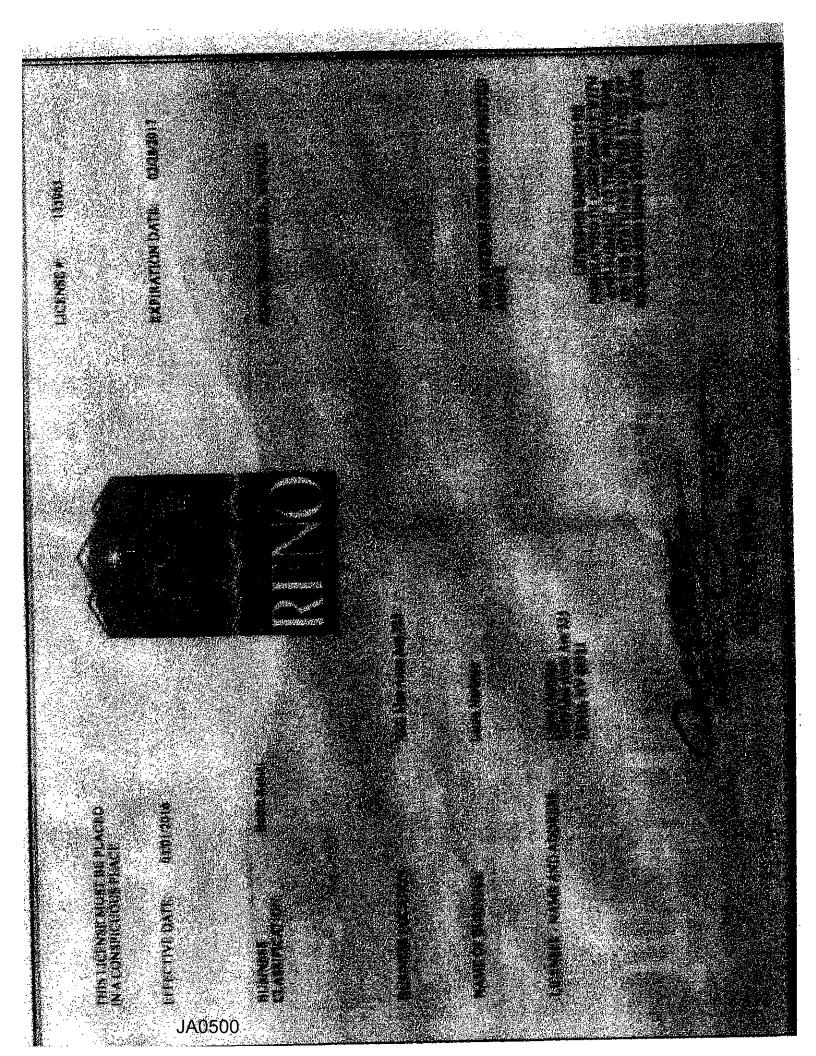
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(Rev. December 2014)

Request for Taxpayer Identification Number and Certification

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THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 02/28/2017

R133963A Annual License 02/28/2018

EXPIRATION DATE:

LICENSE#:

LINE DATE: 02/20/20

BUSINESS Booth Rental CLASSIFICATION:

RENO, NV 89524

7000 MAE ANNE AVE

THIS LICENSE EXPIRES AS SPECIFIED

RENO, WASHOE CO., NEVADA

Laus-Harman

NAME OF BUSINESS:

7000 Mae Anne Ave 225 RENG, NY 89523

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City of Reno

IAS0414

CERTI	IFICATE OF LIAI	BILITY INSURAN	CE RO76	0ATERMEDIE-VVVV) 10/25/2016
THIS CERTIFICATE IS SUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCES	tively or hegatively amen Burance does not constiti	d, extend or alter the covi JTE a contract between thi	PRAGE AFFORDED BY THE	POLICIES
IMPORTANT: If the conflicate noider If SUBROGATION IS WAIVED, subject Conflicate does not confer rights to the	r is an ADDITIONAL INSURED, I et to the terms and conditions a	ne policy(ids) must have ADDITIO f the policy, certain policies may	NAL INSURED provisions of require an endersoment. A	r be endorace. etaloment an this
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RENO NV 89508	SERTIFICATE NUMBER:	HAVET F	EVISION NUMBER:	
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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 10 day of 1001100 J. 2017 by and between International Academy of Style (hereinafter referred to as "IAS") and 1001100 Achter (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 language, 2017 through the 31 day of lecember, 2017 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.
- 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______

Cosmetology Services Hair Design Services Licensed Instructor Services Other Please describe the other services you intend to provide to IAS students under this A	v fields in referenced
	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.

pg. 3_0R

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.

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



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:

GG1 1110 4110 1011	
Tuesday:	10:00 (am/pm) to 8:30 (am/pm)
Wednesday:	3∞ (am/pm) to 1030 (am/pm)
Thursday:	300 (am/pm) to 1030 (am/pm)
Friday:	300 (am/pm) to 900 (am/pm)
Saturday:	9∞ (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.



In addition to the above, Instructor represents as follows:

the performance of services under this Agreement?

Instructor's Initials YES NO 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? Will IAS be providing training to you with respect to any В. services provided 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 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

- 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.

- 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.

pg. 7_1

- 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** 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 10 day of January 2017
	INTERNATIONAL ACADEMY OF STYLE
INSTRUCTOR	
Vecennine achter	11/1/al/1/1/1/
Authorized Signature	Authorized Signature
Jeannine Achter	Lon' D (usteet
Printed Name	Printed Name
Instructor	2295 Market Street Reno, Nevada 89502
Veannine achter	(775) 823-9003
Business/Company Name	
16750 N Red ROCK	Rd
Address	
Reno NV 89508	
City, State, Zip	
N/A 775-338-140	1
Phone Cell Phone	
NA	
Fax	
Renojeannine @ aDL.	Cem
Email	
EIN, UNI or SSN	77 10 X

Attachment A

Attachment A

pg. 11_____

IAS0426

Attachment B

Attachment B

pg. 12

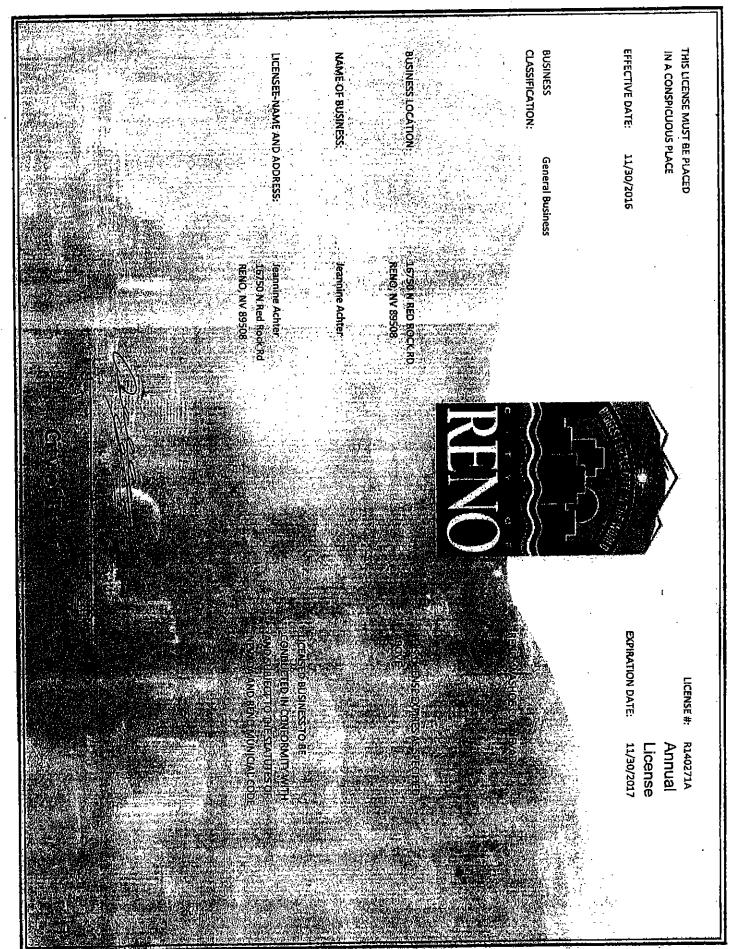
IAS0427

Form WY-9 (Rev. December 2014) Department of the Tressur

Request for Taxpayer Identification Number and Certification

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

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	Name (se shown on your income tex return). Name is required on this line; do	not leave this line blank.							
	Jeannine R actor								
2	Business name/disregarded entity name, if different from above								
8	James	······································							
8	Check appropriate box for federal tax classification; check only one of the following	owing seven boxes:	4 Exemptions (codes apply only to certain entities, not incividuals; see						
5 6	individual/sole proprietor or Corporation 8 Corporation	e 🔲 Partnership 🔲 Truet/estate	(natructions on page 3):						
2 2	single-member LLC Limited liability company. Enter the tax classification (C=0 corporation, 8=8	composition. Partering ship)	Exempt payer code (if any)						
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美星	Other (see instructions)		(Applies to accounts maintained outside the U.S.)						
Print or type Specific instructions	A Land Company of the	Requester's nan	te and address (optional)						
 Ž	16750 N Red Rock Rd								
9	City, state, and ZIP code								
38	Reno NV 89508								
	/ List account number(e) here (optional)								
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	page 3.	OF Emplo	yer identification number						
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Ser	not subject to backup withholding; and	e to report all interest or dividends, o	(c) the IRS has notified me that I am						
	a U.S. citizen or other U.S. person (defined below); and								
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Future as legis	levelopments, information about developments affecting Form W-9 (such ation enacted after we release it) is at www.irs.gov/fw8.	Use Form W-9 only if you are a U.S. p							
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• Form	1099-K (merchant card and third party network transactions)								



BARBARA K. CEGAVSKE Secretary of State

JEFFERY LANDERFELT

Deputy Secretory for Commercial Recordings STATE OF NEVADA



Commercial Recording Division 202 N. Carson Street Carson City, NV 89701-4069 Telephone (775) £84-5708 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

, A	CERTI	FIC	ATE OF LIA	BILITY INS	URANC	AH R076	DATE (MINDODAYYY) 10/26/2016
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ACORD 25 (2016/03)

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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 MNNY 2017 by and between International Academy of Style (hereinafter referred to as "IAS") and MRGGG 16565 (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 20 <u>17</u> _acade	thr	ough	the	41	shall day	com of	mence DLC	on	the	20)	_ 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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4.	accordan	F SERVICES: ce with the tents hereto.	Instructor ms and con							
Please	describe t	Cosmetology Hair Design S Licensed Ins the other serv	Services tructor Serv		orovide t	o IAS str	Other	echno	logy Se	ervices
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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 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 \$168 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_WV

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:	$i\nu$	_(am/m) to_	10:30	(am/pm)
Wednesday:	1	_ (am pm) to	7:30	(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 Wu

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?

Instructor's Initials YES NO XIV XIV XIV

- 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 WW

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.

pg. 7 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.



- 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 **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 moti different signed by both pa	I UC3
This Agreement is hereby entered into the	his day of Juny 2017
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Authorized Signature	Authorized Signature
MAGGIE ROSADO Printed Name	Frinted Name
INSTRUCT DR	2295 Market Street
Title	Reno, Nevada 89502 (775) 823-9003
MAGGIE VONG	
Business/Company Name	
350 HAMBOUR COVE DE \$304	
Address	
Sparces NV 89434	
City, State, Zip	
(206) 819-4783	
Phone Cell Phone	
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IAS0441

Form W-9

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

Request for Taxpayer Identification Number and Certification

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An individual or entity (Form W-9 requester) who is required to file an information return 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 (ATIN), or employer			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:												
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Attachment A

Attachment A

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IAS0443

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Attachment B

Attachment B

pg. 12 My

IAS0444

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

na K. Cegenste

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 law <u>cannot</u> be waived.

There is no fee for cancellation.

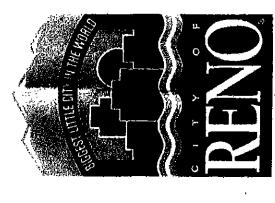
THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 06/01/2016

BUSINESS

General Business

CLASSIFICATION:



.

BUSINESS LOCATION:

350 Habour Cove Dr 304

NAME OF BUSINESS:

Maggie Vong

LICENSEE - NAME AND ADDRESS:

Maggie Vong 350 Harbour Cove Dr 304 SPARKS, NV 89434 SIGNATURE

City of Reno

LICENSE #: 131960

EXPIRATION DATE: 05/31/2017

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RENO, WASHOE CO., NEVADA

THIS LICENSE EXPIRES AS SPECIFIED ABOVE

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

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CERTI	FICATE OF LIAB	ILITY INSURANC	AH 8076	DATH (AMPODATYY) 10/27/201
This certificate is 150/ed as a m certificate does not affirmati below. This certificate of Ingl representative or producer.	IATTER OF INFORMATION ONLIVELY OR NEGATIVELY AMEND IRANGE DOES NOT CONSTITUTE	y and confers no rights upo Extend or alter the cover	N THE GERTIFICATE HO	LOER, THIS
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ACORD 25 (2018/03)

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 of	5 day
as "IAS") and MyCre 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.

IAS0448

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 falls 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 W

4.	accordan	F SERVICES: ce with the te nts hereto.			ion in the below fields d any specifically reference	
Please	describe		Services structor Services	provide to IA	Aesthetician Services Nail Technology Services Other lents under this Agreemen	ıt.
5.					nal facility licensed by the	

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.

IAS0450

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{1}{12}\] 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 M

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:		m/pm) to		(am/1000)
Wednesday:		pg/pm) to	_5_	(am/pm)
Thursday:	9 (2	69/pm) to	<u> 5 </u>	(am/pm)
Friday:	(a	m/pm) to		(am/pm)
Saturday:	(a:	m/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_V

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

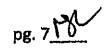
- 9. **REPORTING OF INCOME:** It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing 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

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 proprletor 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.



- 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 18

- 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 par	ties.
This Agreement is hereby entered into th	is 5 day of anun 20/2
INSTRUCTOR AND AND AND AND AND AND AND AND AND AND	INTERNATIONAL ACADEMY OF STYLE
Authorized Signature 4	Authorized Signature
Muchel L. Christian Printed Name	Printed Name
Nail Technician Title	2295 Market Street Reno, Nevada 89502
MyChel L. Chrichan Business/Company Name	(775) 823-9003
14105 Hinton DR. Address	
Rono NV 89506 City, State, Zip	
(H14)2H-1512 Sand Phone Cell Phone	·
Fax	
muchel christian@icloud. Co	OM I

EIN, UNI or SSN

pg. 10 M

Form W-9

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

Request for Taxpayer Identification Number and Certification

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

Interne	al Revenue Service												- 1	-	III (1116	3.
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	The number shown on this form is my correct texpayer identification number (or I am waiting for a number to be issued to me); and 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.																	
⊃e r	vice (IRS) that I am longer subject to be	Bublect to t	Dackud Wi	thitoloina a	m exempt from a greault of a i	m Dacki faliure i	up withno to report a	ding, or (b) Il interest o	r divide	not i	bee n r , of (c)	the li	d by th RS hau	te ir Ho	item tified	al Re I me t	renue hat i	a Auth
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nteresi nteresi	4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Gertification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding pecause 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 penerally, 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.																	
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un individual or entity (Form W-9 requester) who is required to file an information sturm with the IRS must obtain your correct texpayer identification number (FIN) which may be your social security number (SSN), individual texpayer identification. 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, your					subje	cl												
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Attachment A

Attachment A

pg. 11____

Attachment B

Attachment B

pg. 12____

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:

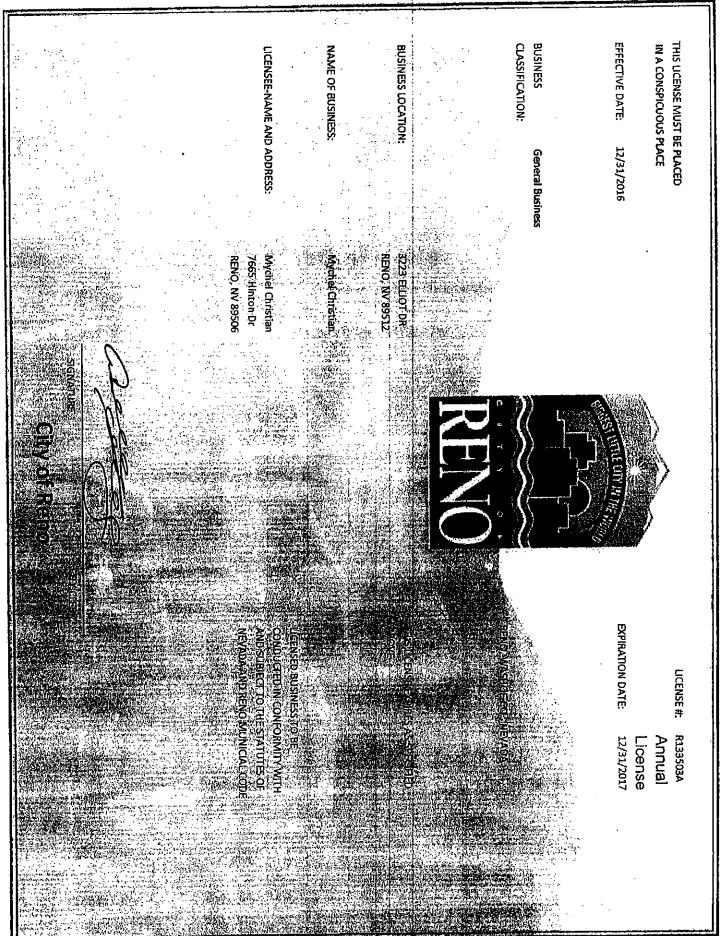
1/31/2018

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



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 of 100 and between International Academy of Style (hereinafter referred as "IAS") and Melecie wolf (hereinafter referred to as "Instructor").	lay l to
as "IAS") and Meledie 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:

- 1. TERMS: The terms of this agreement shall commence on the 19 day of through the 31 day of <u>December</u>, covering My 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 International Academy of Style 2295 Market Street Reno, Nevada 89502 (775) 823-9003

SCOPE OF SERVICES: Instructor shall provide instruction in the below fields in 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 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 Agi	reement:	
Tuesday:	_9_	_ (am/pm) to <u>5/6</u>	(am/pm)
Wednesday:	9	(am/pm) to <u>5</u>	(am/pm)
Thursday:	7	_ (am/pm) to _	(am/pm)
Friday:	7	(am/pm) to	(am/pm)
Saturday:	NA	(am/pm) to NA	(am/pm)
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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:

	,	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?	NB	
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?		MD

Instructor's Initials

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 monles 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 monles 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.

- 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

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 **EXECUTION OF THIS** Instructor and IAS and is intended to prevent misunderstandings. UNDERSTANDING. **INSTRUCTOR'S 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 th	ls 19 day of Jan 2016.
INSTRUCTOR Mellohy Well Authorized Signature	Authorized Signature
Meledic Wolf Printed Name	Printed Name
Title Weledie Wolf Business/Company Name	2295 Market Street Reno, Nevada 89502 (775) 823-9003
710 Balzar Cir Address	
City, State, Zip	
775) 224-7564 (1 // Phone Cell Phone	
Melegie Wolf @ Cymail.com Email	

Attachment A

Attachment A

Attachment B

Attachment B

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 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 01/05/2016

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 lew <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 Tankard 2016 by and between International Academy of Style (hereinafter re	eferred 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 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:** 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
Wail Technology Services
Other

IAS0478

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.

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	n miz usic	Citicite		
Tuesday:	_9	(am)/pm) to_	<u> </u>	(am/pm)
Wednesday:	X	(am/pm) to_		(am/pm)
Thursday:	y c	(am/pm) to	<u> </u>	(am/pm)
Friday:	9	(am/pm) to	10:30	(am pm)
Saturday:		(am/pm) to	x	(am/pm)

IAS0480

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

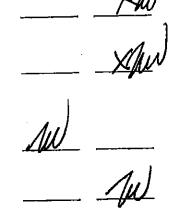
YES

NO

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JA0569

- 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 1AS?
- 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.
- 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.
- 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

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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 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.

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This Agreement is hereby entered into the	is 19 day of TAN wary 2016.			
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE			
Malissa Use Authorized Signature Melissa Wolf	Authorized Signature			
Printed Name	Frinted Name			
Title	2295 Market Street Reno, Nevada 89502 (775) 823-9003			
Melissa Wolf Business/Company Name				
732 BAZAV Cir				
Reno, M 89502 City, State, Zip				
775) 224-7503 Phone Cell Phone				
EIN, UBI or SSN				
Wolfx& Sbc. Global. Net				

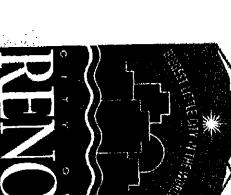
Attachment A

Attachment A

Attachment B

Attachment B

EFFECTIVE DATE:



BUSINESS CLASSIFICATION:

EXPIRATION DATE:

CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS

IAS0489

LICENSE #:

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 01/05/2016

onhora 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 9 day of January, 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 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



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 falls 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



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

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 \$ 100 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:

dat itis die term	Of citta rigiconmoner
Tuesday:	12 (am/om) to 10:30 (am/om)
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?

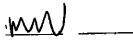
B. Will IAS be providing training to you with respect to any services provided under this Agreement?

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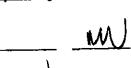
Instructor's Initials

C. 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?



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?
- <u>w</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?
- 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.
- 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 21. 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.
- APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed 22. 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.
- CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter 23. 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.
- SEVERABILITY: If a court of competent jurisdiction holds any provision of this 24. 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.
- CONSTRUCTION: Instructor agrees that he or she has been given the opportunity to 25. 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.
- 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. 27. 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

JA0586 AS0498

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 **EXECUTION OF THIS** Instructor and IAS and is intended to prevent misunderstandings. **INSTRUCTOR'S** UNDERSTANDING, 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 narties.

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
CIGNO 2295 Market Street Reno, Nevada 89502 (775) 823-9003
Business/Company Name
Address
erty, State, Zip
Phone Cell Phone
EIN, UBI or SSN
Email 120 HOT MAIL

SECRETARY OF STATE



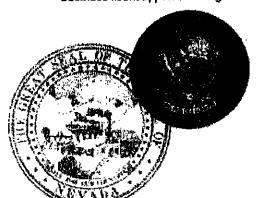
NEVADA STATE BUSINESS LICENSE

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 gollvities 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 07/06/2015

Barbara 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 face or penalties which by law cannot be waived.

There is no fee for cancellation.

THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

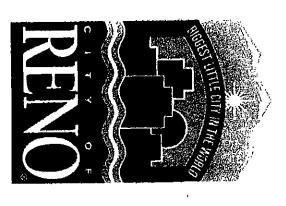
EFFECTIVE DATE:

06/01/2015

CLASSIFICATION: BUSINESS

General Business

RENO, WASHOE CO., NEVADA



350 Harbour Cove Dr

BUSINESS LOCATION:

NAME OF BUSINESS:

Maggie Vong

THIS LICENSE EXPIRES AS SPECIFIED ABOVE

LICENSEE - NAME AND ADDRESS:

Maggie Vong 350 Harbour Cove Dr SPARKS, NV 89434

City of Reno

CITY CLERK

OF THE STATUTES OF THE STATE OF NEVADA AND RENO MUNICIPAL CODE

CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS

LICENSED BUSINESS TO BE

131960

LICENSE #:

JA0589

EXPIRATION DATE:

05/31/2016

IAS0501

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 __ 2016 by and between International Academy of Style (hereinafter referred to as "IAS") and Mychol L. Charlian (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

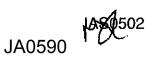
WHEREAS, Instructor desires to contract with IAS on an independent basis to provide the additional specialized services described in this Agreement; and

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 day of covering at 1. academid 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 Academ 2295 Market Str Reno, Nevada 89 (775) 823-900	eet 502	
4. SCOPE OF SERVICES: Instructor shall provide instruction in the below fields accordance with the terms and conditions stated herein, and any specifically reference attachments hereto.			ction in the below fields in and any specifically referenced		
		Cosmetology Hair Design S Licensed Ins		X	Aesthetician Services Nail Technology Services Other

Please describe the	he other services you	intend to provide to	o IAS students unde	r 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 \$\frac{192}{9}\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:

Tuesday:		5:0 (am/pm)
Wednesday:	<u>9:00</u> (apr/pm) to	5 '00 (am/6m)
Thursday:	9:00_(am/pm) to _	5 00 (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  $\$ \underline{q,00}$  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:

- 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

F8 ____

_____N

A\$0506

C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?	<del></del>	10
D.	Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS?		PX
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?		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?	- PM	

- 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.



- **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

PM

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 INSTRUCTOR'S** SHALL BE CONSTRUED AS 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.
This Agreement is hereby entered into	this 20 day of January 2016.
INSTRUCTOR Authorized Signature	INTERNATIONAL ACADEMY OF STYLE Authorized Signature
Mychel L. Christian Printed Name	Printed Name
Nail Technician Title  Mychel L. Christian  Business/Company Name	2295 Market Street Reno, Nevada 89502 (775) 823-9003
393 Elliot DR. Address	
Reno NV 89512 City, State, Zip	
(411) 241 . 1512 Phone Cell Phone	
EIN, UBI or SSN	
muchalcheighan Dicloud, co	M

Email

IAS0510

#### 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: 1/31/2017

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:

01/01/2016

BUSINESS CLASSIFICATION:

General Business



RENO, WASHOE CO, NEVADA

3223 Elliot

NAME OF BUSINESS

Mychel Christi

LICENSEE NAME AND ADDRESS

Mysiel Christian 3223 Ellfot Dr RENO, NV 89512

SIGNATURE CIPY OF HER

LICENSE #:

133503

JA0600

EXPIRATION DATE:

12/31/2016

0600 IAS051

THIS LICENSE EXPIRES AS SPECIFIED.

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

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

## INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreem	ent (hereinafter "Agreement") is entered into this 🐠 day
of 2016 by and bety	veen International Academy of Style (hereinafter referred to (hereinafter referred to as "Instructor").
as "IAS") and Hanley Singer	(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 20th day of _______, through the _______ day of ________, 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

JA0601

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

**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



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

Clarers on Advanced Color and cutting and nail art-tenuniques

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:

Tuesday:	~	(am/pm) to	<del></del> ,	(am/pm)
Wednesday:	10	((am)/pm) to	_5	(am/pm)
Thursday:	10	(am/pm) to		(am/6m)
Friday:	10	(am/pm) to	<u> 7.30                                    </u>	(am/(pm)
Saturday:	9	(am/pm) to	<u> 5/7:30                                    </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.

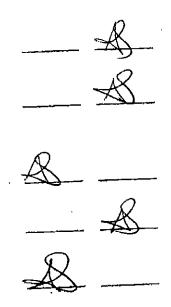
Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

In addition to the above, Instructor represents as follows:

		YE\$	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?	\$	
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?		<u> </u>

Instructor's Initials

- 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.
- 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

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 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.						
This Agreement is hereby entered into this	s 20th day of Jonusey, 2016.					
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE					
Authorized Signature	Authorized Signature					
Printed Name	Printed Name					
Cosmo	2295 Market Street					
Victoria Adhley Singer	Reno, Nevada 89502 (775) 823-9003					
Business/Company Name	·					
8200 Offenhauber Dr. 1014 Address	·					
City, State, Zip						
Phone (745)229-(05(05)						
EIN, UBI or SSN						
achdeesingenaamail.com						

Email

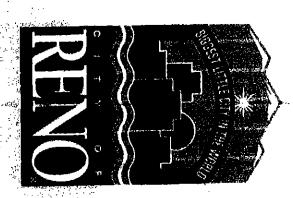
THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

EFFECTIVE DATE:

10/01/2015

BUSINESS CLASSIFICATION:

Booth Rental



NAME OF BUSINESS.

JA0610

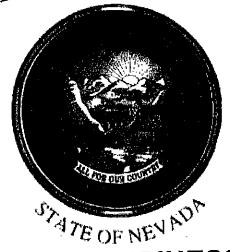
EXPIRATION DATE:

09/30/2016

IAS0522

LICENSE #:

SECRETARY OF STATE



## **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

Souhara 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 cannot be waived. There is no fee for cancellation.

BARBARA K. CEGAVSKE Secretary of State

JEFFERY LANDERFELT

Duputy 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_d	ay
of Amuon, 2016 by and between International Academy of Style (hereinafter referred as "IAS") and Fourier Flores (hereinafter referred to as "Instructor").	to
as "JAS") and Fourties Flore (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

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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>2D</u> day of <u>Annory</u>, through the <u>december</u> day of <u>31</u>, <u>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



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

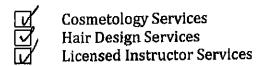
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Commission of any of the following acts by Instructor constitutes grounds for IAS to terminate this Agreement for cause immediately and without notice, as well as constitutes a breach of this Agreement for purposes of any remedies provided under this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





Aesthetician Services
Nail Technology Services
Other



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

## advanced demos, business classes

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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 \$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

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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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:	NA	_(am/pm) to_	NA	(am/pm)
Wednesday:	2	_(am/pm) to	10:30	(am/@)
Thursday:		_(am/pm) to	10:30	(am/pm)
Friday:	NA	$\underline{\text{(am/pm)}}$ to		(am/pm)
Saturday:	9	_am/pm) to	<u>530/230</u>	(am/pm)

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?

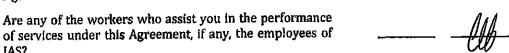
YES NO

Instructor's Initials

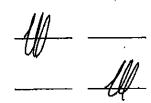


C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?

D.



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?

d n ______

- 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.
- 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.
- 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 CONSTRUED** AS **INSTRUCTOR'S** UNDERSTANDING, 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 p	arties.
This Agreement is hereby entered into	this <u>20</u> day of <b>january</b> , 2016.
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
*Agusta	111111111111111111111111111111111111111
Authorized Signature	Authorized Signature
Faustine Flamm Printed Name	Printed Name
instructor/Cosmetologist	2295 Market Street Reno, Nevada 89502 (775) 823-9003
Faustine M. Flamm Business/Company Name	
1276 Philippi Street	•
Carson City, NV 89701 City, State, Zip	
775) 846-8800 Same. Phone Cell Phone	
EIN, UBI or SSN	
Shopaholic 910 gmail.com	

THIS LICENSE MUST BE PLACED IN A CONSPICTOR PLACE

01/01/2016 EFFECTIVE DATE:

CLASSIFICATION: BUSINESS

Booth Rental



RENO, WASHOE CO., NEVADA

12/31/2016

EXPIRATION DATE:

127198

LICENSE #:

USINESS LOCATION:

1276 Philippi St

Faustine N Flamm

AME OF BUSINESS:

THIS LICENSE EXPIRES AS SPECIMED

**ABOVE** 

CENSEE - NAME AND ADDRESS:

CARSON CITY, NV 89701 Faustine N Flamm 1276 Philippi St

CITY CLERK

NEVADA AND RENO MUNICIPAL CODE OF THE STATUTES OF THE STATE OF

CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS

LICENSED BUSINESS TO BE

City of Reno

IAS0535

JA0623

SECRETARY OF STATE



# 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

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 "IAS") and <u>Chapana wolf</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:

- 1. TERMS: The terms of this agreement shall commence on the <u>20</u> day of <u>31</u> day of <u>31</u> day of <u>31</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

		Reno, Nevada 89 (775) 823-900			
4.	SCOPE OF SERVICES accordance with the tattachments hereto.	: Instructor shall pro erms and conditions st	ovide instruc ated herein, a	ction in the b nd any specific	elow fields in ally reference
	Hair Desig	gy Services n Services nstructor Services	N	Aesthetician Nail Technol Other	

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

Advanced Cl	asses in	duding &	lake your	Own	mask	
makeup,	Machine	Facial,	etc.			

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.

 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 of	I filiz Wâr		.1 -	
Tuesday:	N/A	_ (am/pm) to _	NA	(am/pm)
Wednesday:	12	(am/pm) to	5	(am/m
Thursday:	9	_(an)/(30) to .	4_	(am/pm)
Friday:	9	_ (am/pm) to .	<u></u>	(am/)(m)
Saturday:	NA	_(am/pm) to	NIA	(am/pm)

The hourly rate fo	or Instructor's	services 1	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:

		<u>Instructor's 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?	<u>ow</u>	
B.	Will IAS be providing training to you with respect to any services provided under this Agreement?		رسم_

C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?		سي_
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>au</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?		<u>~~</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?	_مب	

- 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.

- 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.
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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.
- 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.
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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** UNDERSTANDING. AS **INSTRUCTOR'S 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.

WALLE OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY	
This Agreement is hereby entered into	this 10 day of January, 2016.
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Authorized Signature	Authorized Signature
Cheyana Wolf Printed Name	Printed Name
Aesthetician Title	2295 Market Street Reno, Nevada 89502 (775) 823-9003
Redken IAS Business/Company Name	
4177 Schindler Rd Address	
Fallon, NV 89406 City, State, Zip	
775-666-7176 <del>7</del> Phone Cell Phone	
Phone Cell Phone	
EIN, UBI or SSN	•
Cheyanna K13 Ogma Nicom 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



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 1/20/110 NO. 661628
LON OFFICE AS AVE.	ADDRESS 40 131 South Maine # 713 Fallon, NV, 89406 \$ 50.00
OF FAI LERK'S MILLIAN ON, NV	FOR BUS: LIC # 54956  ACCOUNT HOW PAID GOOD THY  AMT. OF ACCOUNT CASH 123116
CITY CITY CI 55 W. \ FALL	AMY, 50 OD CHECK BALANCE MONEY ORDER BY C2001 REDERORM 49 BLBB6

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

### INDEPENDENT INSTRUCTOR AGREEMENTS

This I	independent Instructor Agreement (hereinafter "Agreement") is entered into this	22 day
of	anuary , 2016 by and between International Academy of Style (hereinafter r	eferred to
as "IA	Anuary , 2016 by and between International Academy of Style (hereinafter res) and that is a Sunks (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

IAS0551

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;
- 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.	<b>SCOPE OF SERVICES:</b> Instructor shall provide instruction in the below find accordance with the terms and conditions stated herein, and any specifically refer attachments hereto.					fields in eferenced			
	T T T	Cosmetology Hair Design S Licensed Ins	Services Services tructor Services	ces		T	Aesthet Nail Teo Other	ician Servic chnology Se	es rvices

Please 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 \$ 7 \(\pm\text{0}\) 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., Stinday's 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, Agr	eement:	7 丝	
Tuesday:	872	$(am/pm)$ to $_{-}$	<i></i>	(am/pm)
	8 43	(am/pm) to	4 .15	(am/pm)
Wednesday:	443		4 45	(am/pm)
Thursday:	1/4	$_{\rm (am/pm)}$ to $_{\rm .}$	4 45	
Friday:	<u>y 45</u>	(am/pm) to		(am/pm)
Saturday:	n/A	_ (am/pm) to _	n/K	(am/pm)
Jaturuay :	f	( / 1 /	•	

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	<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?	<u> 10</u>	
В.	Will IAS be providing training to you with respect to any services provided under this Agreement?		Wys

IAS0555

- Will IAS be furnishing you with equipment, tools, supplies C. 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 E. 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 F. 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?
- 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.

- ADVERTISEMENT: Instructor may not advertise services on IAS premises to the extent 12. such advertisement is prohibited by law.
- ASSIGNMENT: Instructor shall not, under any circumstances, obtain a substitute or **13**. assign this Agreement or its duties without proper written authorization from IAS. Should such authorization be granted, Instructor agrees to inform any substitute or It shall remain the subcontractor of all the stipulations of this Agreement. responsibility of Instructor to compensate the substitute or subcontractor. 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.
- HOLD HARMLESS: Instructor agrees to hold harmless, defend and indemnify IAS, its 14. 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 **15.** 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 **16.** 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.
- CONFIDENTIALITY: Instructor shall keep confidential all information, in whatever **17.** 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.
- 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 18. 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.
- QUALITY OF SERVICE: Instructor shall perform his or her services with care, skill and 19. 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.
- ENTIRE AGREEMENT: This Agreement and any additional or supplementary document 20. 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 SHALL BE ACKNOWLEDGEMENT AND AGREEMENT OF ALL TERMS AND CONDITIONS SET FORTH **AGREEMENT** 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 parts	•
This Agreement is hereby entered into this	22 day of January 2016.
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Works	////////////
Authorized Signature	Authorized Signature
Charlesa Banks Printed Name	Printed Name.
Title	2295 Market Street Reno, Nevada 89502 (775) 823-9003
Business/Company Name	
Address	·
hono, n V 8452 1 City, State, Zip	
715 303 - 8158 Cell Phone	
EIN, UBI or SSN	·
Charlesa bankse yahar. Lum Email	

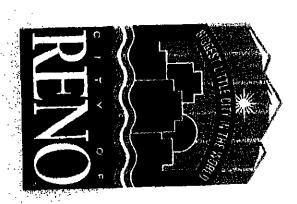
THIS LICENSE MUST BE PLACED IN A CONSPICUOUS PLACE

EFFECTIVE DATE:

02/01/2016

BUSINESS CLASSIFICATION:

General Business



Charte Char

2295 Market St

NAME OF BUSINESS:

AME AND ADDRESS:

Charissa Banks 1060) Vista Bella Li

SIGNATURE

OF THE STATUTES OF THE STATE OF NEVADA AND RENO MUNICIPAL CODE

CONDUCTED IN CONFORMITY WITH

City of Reno

LICENSE #

125820

IAS0560

JA0648

EXPIRATION DATE:

01/31/2017

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 Statules, 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
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.

JA0649

### 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 Auci 2016 by and between International Academy of Style (hereinafter referred to as "IAS") and Loura Hortman (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 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.

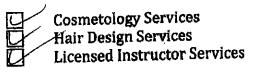
IAS may terminate this Agreement at any time "for cause," the grounds for which are defined below. In the event of termination for cause, IAS shall have no obligation to Instructor for compensation or any other form of benefit under this Agreement except for compensation earned prior to the effective 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 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.







Please 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 \$2000 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:

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Tuesday:	<u> 5వం</u> (a	m/pm to <u>1ව</u>	(30 (am/16m)
Wednesday:	S:30_(a	m/m to 10	30_ (am/km)
Thursday:	5:30 (a	m/pm) to _(()`.	3()_(am/pm)
Friday:	5120 (a	m/em)to_to	20 (am/pm)
Saturday:	9:00 6	m/pm) to	30 (1994)



The hourly rate for Instructor's services under this Agreement is \$ \(\frac{1}{2}\)\(\text{instructor}\) 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.

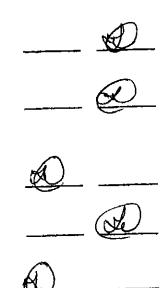
Instructor and his or her employees, agents, or representatives, shall not be considered employees, agents or representatives of IAS. IAS and Instructor shall monitor the work relationship throughout the term of this Agreement to ensure that the independent contractor relationship remains as such.

In addition to the above, Instructor represents as follows:

		<u>Instructor's</u>	Initials
		YES	NO
Α.	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?		



- 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.
- 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.
- 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.

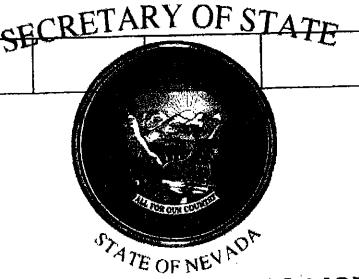
- 21. DISPUTES: In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue 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 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 terms and conditions of this Agreement may be modified or amended as necessary only by

written instrument signed by both part	les.
This Agreement is hereby entered into this	s 4 day of August 2016.
INSTRUCTOR	INTERNATIONAL ACADEMY OF STYLE
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Tostructor	2295 Market Street Reno, Nevada 89502 (775) 823-9003
Business/Company Name	
7000 Mae Anne Aue Ap Address	t225
Report N.V. 89523 City, State, Zip	
775-247-34 Phone Cell Phone	14
EIN, UBI or SSN	
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# **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

salvara K. Cegevske 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.

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