

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2
3 INTERNATIONAL ACADEMY OF STYLE,

4
5 Petitioner,

6 vs.

7 DIVISION OF INDUSTRIAL RELATIONS,
8 and the NEVADA DEPARTMENT OF
9 ADMINISTRATION, APPEALSOFFICER
10 SHEILA MOORE,

11 Respondents.

Electronically Filed
Case No. : CV20-00445
Oct 05 2021 11:15 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

12 **JOINT APPENDIX,**
13 **VOLUME VIII OF XI**

14
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JOINT APPENDIX INDEX
(Chronological)

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

1	Exhibit 6 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District 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
2				
3				
4	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
5				
6				
7	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 resolution of this case] filed under District Court Case No. CV20-00445	3/10/2020	JA0668	V
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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	04/22/20	JA0669-JA0675	V
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- <i>Decision and Order, Appeals Officer Sheila Y. Moore dated 2/20/2020 under Appeal No. 's 1702537-SYM and 1702545-SYM</i>	4/22/2020	JA0676-JA0688	VI
13				
14				
15	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 Support of Closing Argument submitted on behalf of Employer/Petitioner dated 8/9/2019 under Appeal No. 's 1702537-SYM and 1702545-SYM</i>	4/22/2020	JA0689-JA0704	VI
16				
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19	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>DIR Closing Argument on behalf of DIR/Respondent dated 8/1/2019 under Appeal No. 's 1702537-SYM and 1702545-SYM</i>	4/22/2020	JA0705-JA0711	VI
20				
21				
22	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>Closing Argument submitted on behalf of Employer/Petitioner dated 12/31/18 under Appeal No. 's 1702537-SYM and 1702545-SYM</i>	4/22/2020	JA0712-JA0738	VI
23				
24				
25	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>Transcript of Proceedings from Appeal Hearing dated November 8, 2018 filed 11/28/2018</i>	4/22/2020	JA0739-JA0795	VI
26				
27				
28				

1	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style’s Documentary Exhibit # 1 under Case No. 1706718</i>	4/22/2020	JA0796- JA0809	VI
2				
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4	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style’s Documentary Exhibit #2 dated 6/28/2017</i>	4/22/2020	JA0810- JA0961	VI,VII
5				
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 – <i>International Academy of Style’s Documentary Exhibit #3 dated 6/28/2017</i>	4/22/2020	JA0962- JA1051	VII
7				
8				
9	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style’s Documentary Exhibit #4 dated 6/28/2017</i>	4/22/2020	JA1052- JA1140	VII
10				
11	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style’s Documentary Exhibit #5 dated 6/28/2017</i>	4/22/2020	JA1141- JA1164	VII,VIII
12				
13				
14	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style’s Documentary Exhibit #6 dated 6/28/2017</i>	4/22/2020	JA1165- JA1394	VIII
15				
16	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style’s Documentary Exhibit #7 dated 6/28/2017</i>	4/22/2020	JA1395- JA1400	IX
17				
18				
19	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>Evidence Packet for the Division of Industrial Relations (DIR) Exhibit #8 dated 6/27/2017</i>	4/22/2020	JA1401- JA1556	IX
20				
21				
22	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>Evidence Packet for the Division of Industrial Relations (DIR) Exhibit #9 dated 6/27/2017</i>	4/22/2020	JA1557- JA1643	IX, X
23				
24				
25	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>Supplemental Evidence Packet for the Division of Industrial Relations (DIR) Exhibit #10 dated 11/8/2018</i>	4/22/2020	JA1644- JA1649	X
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1	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 Officer Moore filed 1/17/2020</i>	4/22/2020	JA1650- JA1651	X
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4	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 Officer Moore, Filed 7/3/2019</i>	4/22/2020	JA1652- JA1653	X
5				
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 – <i>Order, Appeals Officer Moore, Filed 6/27/2019</i>	4/22/2019	JA1654- JA1655	X
7				
8				
9	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 Officer Moore, Filed 11/13/2018</i>	4/22/2019	JA1656- JA1657	X
10				
11	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 Officer Moore, Filed 9/18/2018</i>	4/22/2019	JA1658- JA1659	X
12				
13				
14	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 Officer Moore, Filed 8/17/2018</i>	4/22/2019	JA1660- JA1661	X
15				
16	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 Officer Moore, Filed 8/15/2018</i>	4/22/2019	JA1662- JA1663	X
17				
18				
19	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 Officer Moore, Filed 6/26/2018</i>	4/22/2019	JA1664- JA1665	X
20				
21	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 Officer Moore, Filed 5/24/2018</i>	4/22/2019	JA1666- JA1667	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 - <i>Order, Appeals Officer Moore, Filed 2/23/2018</i>	4/22/2019	JA1668- JA1669	X
24				
25				
26	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 Officer Moore, Filed 12/22/2017</i>	4/22/2019	JA1670- JA1671	X
27				
28				

1	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 Officer Moore, Filed 12/08/2017</i>	4/22/2019	JA1672- JA1673	X
2				
3	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 - <i>Order, Appeals Officer Moore, Filed 9/7/2017</i>	4/22/2019	JA1674- JA1675	X
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 Officer Moore, Filed 7/18/2017</i>	4/22/2019	JA1676- JA1677	X
6				
7	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style’s Motion for Continuance and Resetting dated 7/14/2017</i>	4/22/2019	JA1678- JA1681	X
8				
9	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>Pre-Hearing Statement of the Division of Industrial Relations (DIR) dated 6/30/2017</i>	4/22/2019	JA1682- JA1684	X
10				
11	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>	4/22/2019	JA1685- JA1686	X
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>Pre-Hearing Statement submitted on behalf of International Academy of Style filed on 6/28/2017</i>	4/22/2019	JA1687- JA1690	X
14				
15	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 Officer Moore, filed 5/4/2017</i>	4/22/2019	JA1691- JA1692	X
16				
17	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>Motion for Continuance submitted on behalf of International Academy of Style filed on 5/3/2017</i>	4/22/2019	JA1693- JA1696	X
18				
19	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 Officer Moore, filed 4/20/2017</i>	4/20/2019	JA1697- JA1698	X
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1	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>Motion for Continuance submitted on behalf of International Academy of Style filed on 4/19/2017</i>	4/20/2019	JA1699- JA1702	X
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4	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
5				
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 – <i>Request for Hearing Before the Appeals Officer filed on 3/20/2017</i>	4/20/2019	JA1705	X
7				
8				
9	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>Certificate of Mailing dated 3/20/2017</i>	4/20/2019	JA1706	X
10				
11	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>Letter of Determination dated 3/14/2017</i>	4/20/2019	JA1707- JA1708	X
12				
13				
14	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 Officer Moore, filed 7/18/2017</i>	4/20/2019	JA1709- JA1710	X
15				
16	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>Motion for Continuance and Resetting submitted on behalf of Employer/Petitioner</i>	4/20/2019	JA1711- JA1714	X
17				
18				
19	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>Pre-Hearing Statement of the Division of Industrial Relations filed 6/30/2017</i>	4/20/2019	JA1715- JA1717	X
20				
21				
22	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
23				
24				
25	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style's Pre-Hearing Statement</i>	4/20/2019	JA1720- JA1723	X
26				
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1	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 Officer Moore, filed on 5/4/2017</i>	4/20/2019	JA1724-JA1725	X
2				
3	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Motion for Continuance and Resetting Hearing submitted on behalf of International Academy of Style filed on 5/2/2017</i>	4/20/2019	JA1726-JA1729	X
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 Officer Moore, filed on 4/20/2017</i>	4/20/2019	JA1730-JA1731	X
6				
7	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>Motion for Continuance and Resetting submitted on behalf of International Academy of Style filed on 4/19/2017</i>	4/20/2019	JA1730-JA1735	X
8				
9	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 3/23/2017</i>	4/20/2019	JA1736-JA1737	X
10				
11	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>Request for Hearing Before the Appeals Officer filed on 3/20/2017</i>	4/20/2019	JA1738	X
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>Certificate of Mailing filed March 23, 2017</i>	4/20/2019	JA1739	X
14				
15	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>Letter of Determination dated 3/14/2017</i>	4/20/2019	JA1740-JA1741	X
16				
17	Transmittal of Record on Appeal filed under District Court Case No. CV20-00445	04/22/20	JA1742-JA1744	XI
18				
19	Petitioner's Opening Brief filed under District Court Case No. CV20-00445	06/01/20	JA1745-JA1776	XI
20				
21	Respondent Division's Answering Brief filed under District Court Case No. CV20-00445	08/13/20	JA1777-JA1820	XI
22				
23	Petitioner's Reply Brief filed under District Court Case No. CV20-00445	09/14/20	JA1821-JA1829	XI
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Order Setting Hearing filed under District Court Case No. CV20-00445	10/29/20	JA1830- JA1831	XI
Minutes - Oral Arguments Petition for Judicial Review	2/11/2021	JA1832- JA1833	XI
Transcript of Proceedings Oral Arguments	2/11/2021	JA1833a- JA1833hh	XI
Order Denying Petition for Judicial Review filed under District Court Case No. CV20-00445	03/01/21	JA1834- JA1844	XI
Notice of Entry of Order filed under District Court Case No. CV20-00445	03/31/21	JA1845- JA1860	XI
Case Appeal Statement filed under District Court Case No. CV20-00445	04/30/21	JA1861- JA1867	XI
Notice of Appeal filed under District Court Case No. CV20-00445	04/30/21	JA1868- JA1883	XI
Certificate of Clerk and Transmittal—Notice of Appeal filed under District Court Case No. CV20-00445	05/03/21	JA1884	XI

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

/s/ Bernadette Francis

BERNADETTE FRANCIS

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

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

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

9 55. FURTHER AFFIANT SAYETH NOT.

10
11 
LONI D. CASTEEL

12 Subscribed and Sworn to before me

13 This 23RD day of July, 2014.

14 
15 NOTARY PUBLIC

JAMES J. BALLARD
Notary Public, State of Nevada
Appointment No. 12-6741-2
My Appt. Expires December 14, 2015

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25 JA1157

IAS0341

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

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

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

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

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

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

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

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


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

Thank You


Charissa Banks

7/22/2014

State of Nevada
County of Washoe
Signed and sworn before me
on 23 July 2014
By Charissa Banks
M. Pappas

 **M. PAPPAS**
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 12-7088-2 - Expires March 6, 2016

JA1159

484

IAS0343

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

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

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

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

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

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

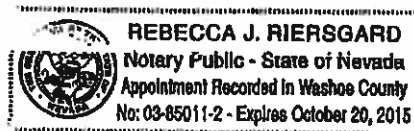
I will be happy to testify to all the statements I have made.

Thank You

Faustine

Faustine Flamm

7/22/2014



State of Nevada
County of Washoe

This instrument was acknowledged before me
on 23rd July 2014

By x Faustine Flamm x x
Rebecca Riersgard



Acknowledgment by Individual

State of Nevada County of Washoe

On this 23 day of July, 2014, before me, Maria Gordon
Name of Notary Public

the undersigned Notary Public, personally appeared

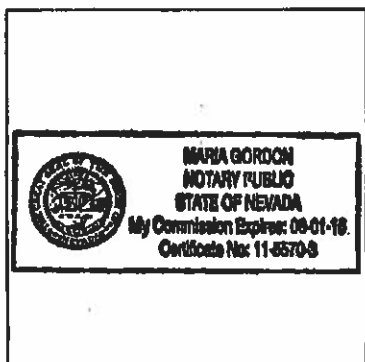
Joyce Mikesell

Name of Signer(s)

- ☐ Proved to me on the oath of _____
- ☐ Personally known to me
- ☒ Proved to me on the basis of satisfactory evidence Nevada Drivers License
(Description of ID)

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.



Notary Seal

(Signature of Notary Public)

My commission expires 8-1-2015

Description of Attached Document

Type or Title of Document

Typed Statement proving Independent Contractor

Document Date

7-22-14

Number of Pages

2

Signer(s) Other Than Named Above

None

Optional: A thumbprint is only needed if state statutes require a thumbprint.

Right Thumbprint of Signer

Top of thumb here

Scanner Enabled Stores should scan this form
Manual Submission Route to Deposit Operations

DSG5350 (7-11)



FO01-00000DSG5350-01

JA1162

487

IAS0346

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

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

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

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

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

Thank You

Lisa Pike

Lisa Pike

~~7/22/2014~~ ⁶⁵ 7/23/2014



State of Nevada

County of Washoe

This instrument was acknowledged before me

on 23rd July, 2014

By Lisa Pike

[Signature]

JA1164

489 IAS0348

ORIGINAL

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:

of
INTERNATIONAL ACADEMY OF
STYLE, BONNIE SCHULTZ & LONI
CASTEEL

Case No.: 1706718
Appeal No.: 1702545-SYM

INTERNATIONAL ACADEMY OF STYLE'S
DOCUMENTARY EXHIBIT #6

ENTERED INTO
EVIDENCE AS EXHIBIT

6



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

STATE OF NEVADA
DEPT OF ADMINISTRATION
APPEALS DIVISION
RECEIVED
FILED
2017 JUN 22 PM 2:41

AFFIRMATION

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

☒ Does not contain the social security number of any person.

-OR-

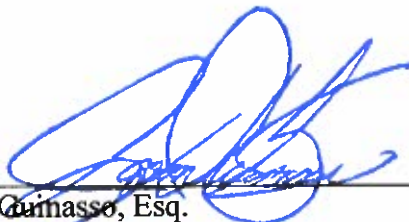
☐ Contains the social security number of a person as required by:

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

-or-

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

DATED this 28th day of June, 2017



Jason D. Guinasso, Esq.
Attorney for International Academy of Style



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

491

1 **CERTIFICATE OF SERVICE**

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

5 On June 28th, 2017, I served the following:

6 **INTERNATIONAL ACADEMY OF STYLE'S**

7 **DOCUMENTARY EXHIBIT #6**

8 on the following in said cause as indicated below:

9 INTERNATIONAL ACADEMY STYLE 10 BONNIE SCHULTZ & LONI CASTEEL 2295 MARKET STREET RENO, NV 89502 11 (VIA U.S. MAIL)	DIVISION OF INDUSTRIAL RELATIONS 400 WEST KING STREET, SUITE 400 CARSON CITY, NV 89703 (VIA U.S. MAIL)
12 LEGAL SECTION DIVISION OF INDUSTRIAL RELATIONS 400 WEST KING STREET, SUITE 201 13 CARSON CITY, NV 89703 (VIA HAND DELIVERY)	DEPARTMENT OF ADMINISTRATION APPEALS DIVISION 1050 E WILLIAM ST., SUITE 450 CARSON CITY, NV 89701 (VIA HAND DELIVERY)

14
15 I declare under penalty of perjury that the foregoing is true and correct. Executed on
16 June 28th, 2017, at Reno, Nevada.

17 
18 _____
KATRINA A. TORRES



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

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

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



Reese Kintz,
Guinasso
190 W Huffaker Ln
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(775) 853-8746

01/20/16	Cheyanna \ , Independent Contractor; 1) Independent Instructor Agreement, dated January 20, 2016, 2) Notice of Exemption Nevada State Business License, Sole Proprieter	IAS0537-550
01/22/16	Charissa Banks, Independent Contractor; 1) Independent Instructor Agreement, dated January 22, 2016, 2) Business License, Sole Proprieter	IAS0551-561
08/04/16	Laura Hartman, Independent Contractor; 1) Independent Instructor Agreement, dated August 4, 2016, 2) Business License, Sole Proprieter	IAS0562-572



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



CERTIFICATE OF LIABILITY INSURANCE

 AH
R076

 DATE (MM/DD/YYYY)
10/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT! If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NUTMEG INSURANCE AGENCY INC/PHS 025657 P: (866) 467-8730 F: (888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229	CONTACT PHONE (866) 467-8730 FAX (888) 443-6112 EMAIL ADDRESS:
INSURED CHARISSA BANKS 10601 VISTA BELLA LN RENO NV 89521	INSURER(S) AFFORDING COVERAGE INSURER A: TRUMBULL INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN 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 BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY LINE	TYPE OF INSURANCE	MIN. LIMIT	MAX. LIMIT	PERMIT NUMBER	PERMIT TYPE	POLICY PERIOD	LIMITS
1	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (As required) MED EXP (As per policy) PERSONAL & ADJ INJURY GENERAL AGGREGATE PRODUCTS - COMPLETION AGG
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER <input type="checkbox"/>						
2	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (As required) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
3	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
4	ANY OTHER COVERAGE ANY PRODUCTION OF PROCEEDINGS EXCLUDED? <input type="checkbox"/> YN If yes, describe under DESCRIPTION OF OPERATIONS below			02 MEC EL0021	11/01/2016	11/01/2017	X EACH AGGREGATE ZL EACH AGGREGATE 100,000 CL BIOHACC. EMPLOYEE 100,000 CL BIOHACC. POLICY LIMIT 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Attachment Number Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER INTERNATIONAL ACADEMY OF STYLE	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. AUTHORIZED REPRESENTATIVE
---	--

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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 5 day of January, 2017 by and between International Academy of Style (hereinafter referred to as "IAS") and Charissa Banks (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 5 day of January, 2017 through the 31 day of December, 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.

pg. 1 4/10

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 by 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 10

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



Cosmetology Services
Hair Design Services
Licensed Instructor Services



Aesthetician Services
Nail Technology Services
Other

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.

pg. 3 WJ

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 WJ

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:	<u>8:45</u>	(am/pm) to	<u>2:45</u>	(am/pm)
Wednesday:	<u>8:45</u>	(am/pm) to	<u>4:45</u>	(am/pm)
Thursday:	<u>8:45</u>	(am/pm) to	<u>4:45</u>	(am/pm)
Friday:	<u>8:45</u>	(am/pm) to	<u>4:45</u>	(am/pm)
Saturday:	_____	(am/pm) to	_____	(am/pm)

The hourly rate for Instructor's services under this Agreement is \$ 15 per hour of service.

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

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

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

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

pg. 5 6/10

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>WJ</u>	_____
B. Will IAS be providing training to you with respect to any services provided under this Agreement?	_____	<u>WJ</u>
C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?	_____	<u>WJ</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>WJ</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>WJ</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>WJ</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?	<u>WJ</u>	_____

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 WJ

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.
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 *WJ*

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 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.**

This Agreement is hereby entered into this 5 day of January, 2017

INSTRUCTOR

Charissa Banks
Authorized Signature

Charissa Banks
Printed Name

Instructor
Title

Char's Charades
Business/Company Name

1401 Vista Bella Ln.
Address

Reno NV 89521
City, State, Zip

775 303-8158
Phone Cell Phone

Fax

charissa-bankse@yahoo.com
Email

EIN, UNI or SSN

INTERNATIONAL ACADEMY OF STYLE

[Signature]
Authorized Signature

Lou D. Corbett
Printed Name

2295 Market Street
Reno, Nevada 89502
(775) 823-9003

pg. 10 with

JA1180

505

IAS0359

W-9

Request for Taxpayer Identification Number and Certification

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

Internal Revenue Service

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Charissa Banks

2 Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

5 Address (number, street, and apt. or suite no.)

1664 Vista Bella Lane

City, state, and ZIP code
BIRMINGHAM AL 35211

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting
code (if any)

standing to provide maintenance outside the U.S.

Requester's name and address (optional)

Taxpayer Identification Number (TIN)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is: 000000
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Date: 1/5/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-8 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 (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1098-INT (interest earned or paid)
- Form 1098-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment A

Attachment A

pg. 11____

597

IAS0361

JA1182

Attachment B

Attachment B

pg. 12____

508

JA1183

IAS0362

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

Sole Proprietor
CHARISSA MARIE BANKS

Nevada Business Identification #NV20131678246

Expiration Date: 11/30/2017

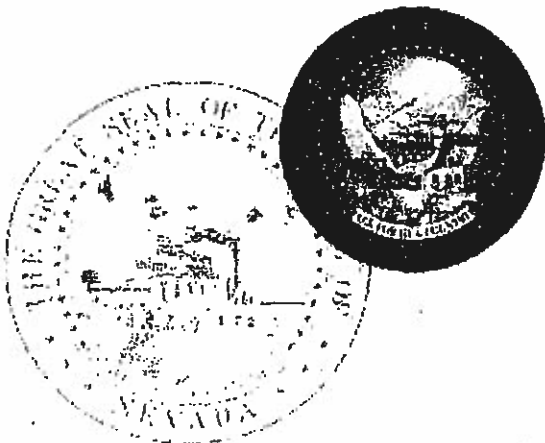
In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

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

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.

309
JA1184

IAS0363

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 02/01/2016

BUSINESS CLASSIFICATION: General Business

BUSINESS LOCATION:

2295 Market St

NAME OF BUSINESS:

Char's Charades

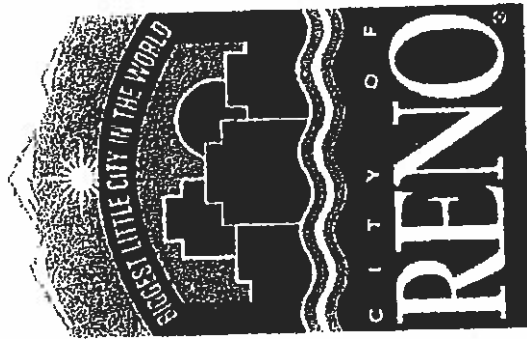
LICENSEE - NAME AND ADDRESS:

Charissa Banks
10601 Vista Bella Ln
RENO, NV 89521

510

JA1185

IAS0364



LICENSE #: 125820

EXPIRATION DATE: 01/31/2017

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 STATUTES OF THE STATE OF
NEVADA AND RENO MUNICIPAL CODE

SIGNATURE

CITY CLERK

City of Reno

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EXPIRATION DATE: 01/31/2017

BUSINESS
CLASSIFICATION: General Business

BUSINESS LOCATION:

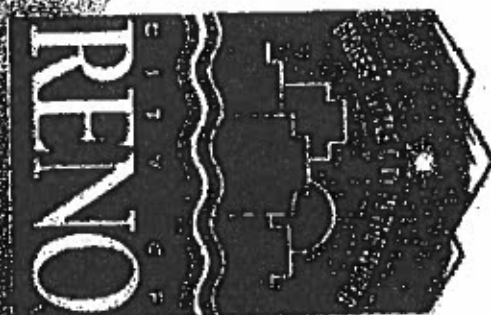
2295 MARKET ST
RENO, NV 89502

NAME OF BUSINESS:

Chang's Garage

OWNER NAME AND ADDRESS:

CHANG, SHUN
1060 MARKET BLVD
RENO, NV 89521



LICENSE #: R125820A
Annual
License
EXPIRATION DATE: 01/31/2018



CERTIFICATE OF LIABILITY INSURANCE

R076

10/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
025657 P: (866) 467-8730 F: (888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

INSURED
MELISSA WOLF
732 BALZAR CIR
RENO NV 89502

CONTACT NAME	PHONE (AC, No, Ext): (866) 467-8730	FAX (AC, No): (888) 443-6112
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		
INSURER A: Hartford Accident & Indemnity Co		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN 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 BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

UNSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR RYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COM/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>						EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			02 WEC EL0775	10/19/2016	10/19/2017	X PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>	Y/N	W/A				E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

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.

AUTHORIZED REPRESENTATIVE

Tac Tailor

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 January 2017 by and between International Academy of Style (hereinafter referred to as "IAS") and Melissa Wolf (hereinafter referred to as "Instructor").

Preamble

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

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

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

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

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

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

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

1. **TERMS:** The terms of this agreement shall commence on the 10 day of January 2017 through the 31 day of December 2017 covering All 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 AM

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 by 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. **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.

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 AW

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.

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 WJ

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: 8:30 (am/pm) to 5:00 (am/pm)
Wednesday: NA (am/pm) to NA (am/pm)
Thursday: NA (am/pm) to NA (am/pm)
Friday: 9:30 (am/pm) to 10:30 (am/pm)
Saturday: NA (am/pm) to NA (am/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. 517

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>mw</u>	_____
B.	Will IAS be providing training to you with respect to any services provided under this Agreement?	_____	<u>mw</u>
C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?	_____	<u>mw</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>mw</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>mw</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>mw</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?	<u>mw</u>	_____

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 mw

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.
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 *mu*

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 *[signature]*

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 

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.

This Agreement is hereby entered into this 10 day of January, 2017.

INSTRUCTOR

INTERNATIONAL ACADEMY OF STYLE

Melissa Wolf
Authorized Signature

[Signature]
Authorized Signature

Melissa Wolf
Printed Name

Kevin D. Carney
Printed Name

Title

2295 Market Street
Reno, Nevada 89502
(775) 823-9003

Melissa Wolf
Business/Company Name

732 Bazar Cir
Address

Reno NV 89502
City, State, Zip

(775) 224-7503
Phone Cell Phone

Fax

wolfx505@Global.Net
Email

EIN, UNI or SSN

pg. 10 full

522

JA1197

IAS0376

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Melissa K Wolf

2 Business name/disregarded entity name, if different from above
Melissa K Wolf

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Apply to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
732 Bartzar Cir

6 City, state, and ZIP code
Reed - NV 89502

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer 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 Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person

Date ▶

1/10/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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 (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1098-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Attachment A

Attachment A

pg. 11 *new*

Attachment B

Attachment B

pg. 12/10

525 IAS0379
JA1200

SECRETARY OF STATE



STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

Sole Proprietor

Melissa Wolf

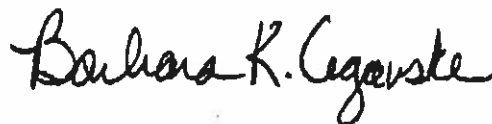
Nevada Business Identification #NV20131686417

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
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.

JA1201 526

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 01/31/2017

BUSINESS
CLASSIFICATION: General Business

BUSINESS LOCATION

RENO

LICENSE #: R121971A

Annual
License
EXPIRATION DATE: 01/31/2018



CERTIFICATE OF LIABILITY INSURANCE

AH
R076DATE (MM/DD/YYYY)
10/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
025657 P: (866) 467-8730 F: (888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		
INSURER A: Hartford Accident & Indemnity Co		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
MELEDIE WOLF
710 BALZAR CIR
RENO NV 89502

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN 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 BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMPROP AGG \$
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>	Y/N	N/A	02 NEC EL0773	10/21/2016	10/21/2017	E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

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.

AUTHORIZED REPRESENTATIVE

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

INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 10 day of January, 2017 by and between International Academy of Style (hereinafter referred 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: 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 January, 2017 through the 31 day of December, 2017 covering All 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 1/10

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 by 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 

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

☒ Cosmetology Services
☒ Hair Design Services
☒ Licensed Instructor Services

☒ Aesthetician Services
☒ Nail Technology Services
☒ Other

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.

pg. 3 *MM*

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

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

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

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

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

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

pg. 4 W

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532

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

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

Tuesday: 8:45 (am/pm) to 4:45 (am/pm)
Wednesday: 9:00 (am/pm) to 3:00 (am/pm)
Thursday: 9:00 (am/pm) to 5:00 (am/pm)
Friday: 8:45 (am/pm) to 4:45 (am/pm)
Saturday: N/A (am/pm) to N/A (am/pm)

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 1/10

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533

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>MW</u>	_____
B.	Will IAS be providing training to you with respect to any services provided under this Agreement?	_____	<u>MW</u>
C.	Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?	_____	<u>MW</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>MW</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>MW</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>MW</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?	<u>MW</u>	_____

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 MW

JA1209


534

IAS0388

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.
15. **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
16. **PREVIOUS AGREEMENT:** Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.

pg. 7 

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

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 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.

This Agreement is hereby entered into this 10 day of January, 2017.

INSTRUCTOR

INTERNATIONAL ACADEMY OF STYLE

Meledie Wolf
Authorized Signature

[Signature]
Authorized Signature

Meledie Wolf
Printed Name

Levi D. Costee
Printed Name

Title

2295 Market Street
Reno, Nevada 89502
(775) 823-9003

Meledie Wolf
Business/Company Name

710 Balzar Cir
Address

Reno, NV 89502
City, State, Zip

Phone

775-224-7504
Cell Phone

Fax

Meledie Wolf@gmail.com
Email

EIN, UNI or SSN

pg. 10

JA1213

538

IAS0392

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Meledie Wolf

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
710 Balzar Cir

6 City, state, and ZIP code
Reno NV 89502

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person Meledie Wolf

Date 1/16/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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 (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment A

Attachment A

pg. 11____

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540

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Attachment B

Attachment B

pg. 12____

SECRETARY OF STATE



STATE OF NEVADA

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

BARBARA K. CEGAVSKE
Secretary of State



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

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

542
JA1217

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 01/31/2017

BUSINESS General Business
CLASSIFICATION:

RENO

LICENSE #:

R121966A

Annual

License

EXPIRATION DATE:

01/31/2018

JA1218



CERTIFICATE OF LIABILITY INSURANCE

 AH
R076

 DATE (MM/DD/YYYY)
10/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUEMATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
025657 P: (866) 467-8730 F: (888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT
PHONE
TOLL FREE (866) 467-8730
TOLL FREE (888) 443-6112
FAX
ADDRESS

INSURED
LAURA HARTMAN
7000 MAE ANNE AVE APT 224
RENO NV 89523

INSURANCE AFFORDING COVERAGE
INSURER A
INSURER B
INSURER C
INSURER D
INSURER E
INSURER F

COVERAGES
CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN 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 BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL. INSR.	DATE	DESCRIPTION	INSURER	POLICY NO.	POLICY PERIOD	LIMITS
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>							CASH OCCURRENCE DAMAGE TO RENTED EQUIPMENT (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/>							
OTHER:							
AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED HIRED AUTOS ONLY <input type="checkbox"/> AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>							COMBINED SINGLE LIMIT (Per occurrence) BODILY INJURY (Per person) BODILY INJURY (Per occurrence) PROPERTY DAMAGE (Per occurrence)
UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>							CASH OCCURRENCE AGGREGATE
RED <input type="checkbox"/> IDENTIFIED							
IF INSURED OPERATES OR OWNERS/LESSEES OPERATE ANY PROPERTY OR PLANT OR EQUIPMENT OUTSIDE THE EXCLUDED AREAS, describe under DESCRIPTION OF OPERATIONS below	Y/N	NA	02 WBC EL0647	11/01/2016	11/01/2017		X <input type="checkbox"/> BODILY INJURY E.L. CASH ACCIDENT 100,000 E.L. DAMAGE TO EMPLOYER 100,000 E.L. DAMAGE - POLICY LIMIT 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

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.

AUTHORIZED REPRESENTATIVE

Jan Mailbox

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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 1st day of Jan, 2017 by and between International Academy of Style (hereinafter referred to as "IAS") and Laure Hartman (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 1 day of Jan, 2017 through the 31 day of Dec, 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.

pg. 1 

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

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

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

- A. Instructor is charged with a felony crime;
- B. Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty;
- C. Instructor fails to perform his or her services in a competent manner;
- D. Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement;
- E. Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students;
- F. Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers;
- G. Instructor fails to perform the terms and conditions as agreed upon under this Agreement.

3. **NOTICES:** All notices required under this Agreement, except termination of the Agreement for cause, shall be given in writing and delivered by 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

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

☒
☐
☐

Cosmetology Services
Hair Design Services
Licensed Instructor Services

☐
☐
☐

Aesthetician Services
Nail Technology Services
Other

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.

pg. 302

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 \$246.00 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:

Tuesday: 9:30 (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 7:30 (am/pm)

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

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

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

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

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

pg. 5 

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>[Signature]</u>	<u> </u>
B. Will IAS be providing training to you with respect to any services provided under this Agreement?	<u> </u>	<u>[Signature]</u>
C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?	<u> </u>	<u>[Signature]</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> </u>	<u>[Signature]</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>[Signature]</u>	<u> </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>	<u>[Signature]</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?	<u>[Signature]</u>	<u> </u>

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 [Signature]

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.
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 

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

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.

This Agreement is hereby entered into this 1 day of January, 2017.

INSTRUCTOR

INTERNATIONAL ACADEMY OF STYLE

Laura Hartman
Authorized Signature

[Signature]
Authorized Signature

Laura Hartman
Printed Name

Lori D. Carter
Printed Name

PIL instructor
Title

2295 Market Street
Reno, Nevada 89502
(775) 823-9003

Laura Hartman
Business/Company Name

7000 Mae Anne Ave Apt 225
Address

Reno NV 89523
City, State, Zip

725-247-3414
Phone

Cell Phone

Fax

hartmanl88@yahoo
Email

EIN, UNI or SSN


pg. 10 20

JA1230 IAS0408

555

Attachment A

Attachment A

pg. 11 

Attachment B

Attachment B

pg. 12 ok

557

IAS0410

JA1232

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Laura Hartman

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
7000 Mae Anne Ave Apt 225

6 City, state, and ZIP code
Reno NV 89523

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number _____

OR

Employer identification number _____

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer 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 Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Laura Hartman Date ▶ 1/1/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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 (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EXPIRATION DATE 03/01/2016

RENEWAL
CLASSIFICATION

RENEWAL DATE 03/01/2016

RENEWAL DATE 03/01/2016

RENEWAL DATE 03/01/2016

RENEWAL DATE 03/01/2016

05



LICENSE # 11000

EXPIRATION DATE 03/01/2016



NEVADA STATE BUSINESS LICENSE

Sole Proprietor
Laura Harbison

Nevada Business Identification 33029181143768

Expiration Date: 03/31/2017

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate assessment fees, the office heretofore has duly granted a Nevada State Business License to the business activities conducted within the State of Nevada.

Withhold all the rights and interests in and to the business, whether or not it is conducted in accordance with the provisions of Nevada Revised Statutes. Unlawful and unenforceable and is not in lieu of any local business license, permit or registration.

AS WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 03/09/2016

Beth A. K. Casavie

BETH A. K. CASAVIE
Secretary of State

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

License must be surrendered to or before the expiration date of business activity ceases.
Failure to do so will result in late license penalties which by law cannot be waived.
There is no fee for cancellation.

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 02/28/2017

BUSINESS CLASSIFICATION: Booth Rental

BUSINESS LOCATION:

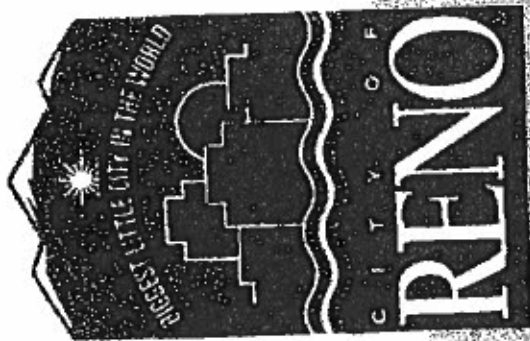
7000 MAE ANNIE AVE
RENO, NV 89523

NAME OF BUSINESS:

Laura Hartman

LICENSEE NAME AND ADDRESS:

Laura Hartman
7000 Mae Annie Ave 225
RENO, NV 89523



LICENSE #: R133963A
Annual License
EXPIRATION DATE: 02/28/2018

RENO, WASHOE CO., NEVADA

THIS LICENSE EXPIRES AS SPECIFIED
ABOVE

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

SIGNATURE

CITY CLERK

City of Reno

561 JA1236

IAS0414



CERTIFICATE OF LIABILITY INSURANCE

 AH
R076

 DATE (MM/DD/YYYY)
10/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NUTMEG INSURANCE AGENCY INC/PHS 023657 P: (866) 467-8730 F: (888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229	CONTACT INFO PHONE: (866) 467-8730 FAX: (888) 443-6112 EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: INSURER A: TRUMBULL TRK CO INSURED JEANNINE ACHTER 16750 N RED ROCK RD RENO NV 89508
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
-----------	---------------------	------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN 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 BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	APPLICABLE	COVERAGE	INSURER	START DATE	END DATE	LIMIT
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> RTO <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EXCEPTED) MED EXP (Any one person) BODILY INJURY & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPLETION AGG
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EXCEPTED) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> COCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE AGGREGATE
EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUSION (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					% PER STATUTE P & L EACH ACCIDENT E & L DISABILITY - EMPLOYEES C & L OCCUR - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER INTERNATIONAL ACADEMY OF STYLE	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. AUTHORIZED REPRESENTATIVE
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International Academy of Style
2295 Market Street
Reno, Nevada 89502
(775) 823-9003

INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 10 day of JANUARY, 2017 by and between International Academy of Style (hereinafter referred to as "IAS") and Jeannine 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 JANUARY, 2017 through the 31 day of DECEMBER, 2017 covering all 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 JP

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 by 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

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

☒ Cosmetology Services
☒ Hair Design Services
☒ Licensed Instructor Services

☒ Aesthetician Services
☒ Nail Technology Services
☐ Other

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.

pg. 3 DB

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

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

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

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:

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

The hourly rate for Instructor's services under this Agreement is \$ 11- 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>JA</u>	<u> </u>
B. Will IAS be providing training to you with respect to any services provided under this Agreement?	<u> </u>	<u>JA</u>
C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?	<u> </u>	<u>JA</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> </u>	<u>JA</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>JA</u>	<u> </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>	<u>JA</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?	<u>JA</u>	<u> </u>
 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

JA1243IAS0421

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.
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 

IAS0422

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 this 10 day of January, 2017

Attachment A


Attachment A

pg. 11



Attachment B

Attachment B

pg. 12 

574

IAS0427

JA1249

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Jeanine K Achter

2 Business name/disregarded entity name, if different from above
Same

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=0 corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
16750 N. Red Rock Rd

6 City, state, and ZIP code
Reno NV 89508

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

Or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer 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 Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Jeanine K Achter Date ▶ 1/10/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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 (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 11/30/2016

BUSINESS
CLASSIFICATION: General Business

BUSINESS LOCATION:

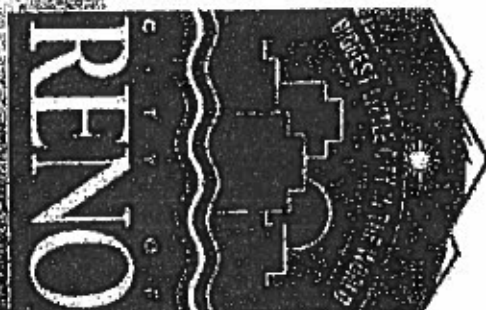
16750 N RED ROCK RD
RENO, NV 89508

NAME OF BUSINESS:

Jeanine Achter

LICENSEE NAME AND ADDRESS:

Jeanine Achter
16750 N Red Rock Rd
RENO, NV 89508



LICENSE #: R140271A

Annual
License

EXPIRATION DATE: 11/30/2017

JA1251

BARBARA K. CEGAVSKE
Secretary of State

JEFFERY LANDERFELT
*Deputy Secretary
for Commercial Recordings*

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

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

NOTICE OF EXEMPTION
NEVADA STATE BUSINESS LICENSE

Sole Proprietor

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

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

Nevada Business Identification: 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

JA1252

577

IAS0430



CERTIFICATE OF LIABILITY INSURANCE

 AH
R076

 DATE (MM/DD/YYYY)
10/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NUTMEG INSURANCE AGENCY INC/PHS 025637 P: (866) 467-8730 F: (888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229		CONTACT NAME: [blank] PHONE (A/R, No. Ext): (866) 467-8730 FAX (A/R, No.): (888) 443-6112 E-MAIL ADDRESS: [blank]	
INSURED MAGGIE ROSADO 350 HARBOUR COVE DR APT 304 SPARKS NV 89434		INSURANCE AFFORDING COVERAGE INSURER: Hartford Casualty Ins Co INSURER 2: [blank] INSURER 3: [blank] INSURER 4: [blank] INSURER 5: [blank]	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN 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 BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURANCE	INSURANCE	INSURANCE	INSURANCE	INSURANCE	INSURANCE	INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> RETROACTIVE LIMIT <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (As tenant) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPOUND AGG
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (As described) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCC <input type="checkbox"/> RETROACTIVE							EACH OCCURRENCE AGGREGATE
A. ANY PROPRIETOR/PARTNER/EXECUTIVE VEHICLE EXCLUDED? (See policy for details) <input type="checkbox"/> YES <input type="checkbox"/> NO B. IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW							B. L. EACH ACCIDENT \$100,000 B. L. DISABLED EA EMPLOYEE \$100,000 C. L. DISABLED - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks On Module, may be attached if more space is required)

Those usual to the insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

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.

AUTHORIZED REPRESENTATIVE

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 1st day of JANUARY, 2017 by and between International Academy of Style (hereinafter referred to as "IAS") and MARGIE ROSARIO (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 1 day of Jan, 2017 through the 31 day of Dec, 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.

pg. 1 me

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 by 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 

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

☒ Cosmetology Services
☒ Hair Design Services
☐ Licensed Instructor Services

☐ Aesthetician Services
☐ Nail Technology Services
☐ Other

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.

pg. 3 WV

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 NW

IAS0435

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JA1257

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: 12 (am/pm) to 10:30 (am/pm)
Wednesday: 9 (am/pm) to 1:30 (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 \$ 14 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 mu

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>X</u>	<u> </u>
B. Will IAS be providing training to you with respect to any services provided under this Agreement?	<u> </u>	<u>X</u> <u>mb</u>
C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?	<u> </u>	<u>X</u> <u>mb</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> </u>	<u>X</u> <u>mb</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>X</u>	<u> </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>	<u>X</u> <u>mb</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?	<u>X</u>	<u> </u>

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 mb

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.
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 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.**

This Agreement is hereby entered into this 1 day of January, 2017

INSTRUCTOR

INTERNATIONAL ACADEMY OF STYLE


Authorized Signature


Authorized Signature

MAGGIE VROSADO
Printed Name

Laurie D Costello
Printed Name

INSTRUCTOR
Title

2295 Market Street
Reno, Nevada 89502
(775) 823-9003

MAGGIE VONG
Business/Company Name

350 HARBOUR COVE DR #304
Address

SPARKS NV 89434
City, State, Zip

Phone

(206) 819-4783
Cell Phone

Fax

MAGDALYN 112 @ Hotmail .com
Email

EIN, UNI or SSN

pg. 10 me

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MAGGIE ROSADO

2 Business name/disregarded entity name, if different from above
MAGGIE VONG

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
350 HARBOUR LOVE DR. #304

6 City, state, and ZIP code
SPARKS NV 89434

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer 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 Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ **MAGGIE ROSADO** Date ▶ **1/1/17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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 (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment A

Attachment A

pg. 11 pro

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IAS0443

JA1265

Attachment B

Attachment B

pg. 12 Mr

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

Barbara K. Cegavske

BARBARA K. CEGAUSKE

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.

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 06/01/2016

BUSINESS
CLASSIFICATION: General Business

BUSINESS LOCATION:

350 Harbour Cove Dr 304

NAME OF BUSINESS:

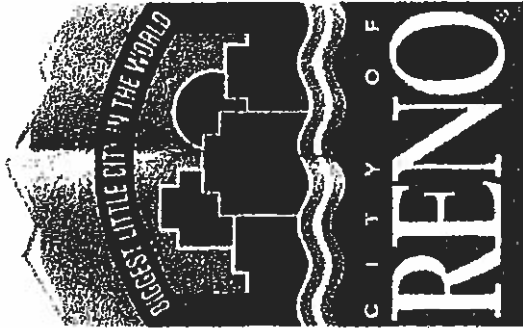
Maggie Vong

LICENSEE - NAME AND ADDRESS:

Maggie Vong
350 Harbour Cove Dr 304
SPARKS, NV 89434

593 JA1268

IAS0446



LICENSE #: 131960

EXPIRATION DATE: 05/31/2017

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 STATUTES OF THE STATE OF
NEVADA AND RENO MUNICIPAL CODE


SIGNATURE

CITY CLERK

City of Reno

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 5th day of January, 2017 by and between International Academy of Style (hereinafter referred to as "IAS") and Mychel 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 1 day of January, 2017 through the 31 day of December, 2017 covering all 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 MC

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 by 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 

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

☐ Cosmetology Services
☐ Hair Design Services
☐ Licensed Instructor Services

☐ Aesthetician Services
☒ Nail Technology Services
☐ Other

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.

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pg. 3 

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 \$ 192 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.

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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:

Tuesday: 9 (am/pm) to 5 (am/pm)
Wednesday: 9 (am/pm) to 5 (am/pm)
Thursday: 9 (am/pm) to 5 (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 \$ 11 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 48

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> <i>MS</i> </u>	<u> </u>
B. Will IAS be providing training to you with respect to any services provided under this Agreement?	<u> </u>	<u> <i>MS</i> </u>
C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement?	<u> </u>	<u> <i>MS</i> </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> </u>	<u> <i>MS</i> </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> <i>MS</i> </u>	<u> </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>	<u> <i>MS</i> </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?	<u> <i>MS</i> </u>	<u> </u>
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 *MS*


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.
15. **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial items by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach of this Agreement.
16. **PREVIOUS AGREEMENT:** Any and all existing agreements or renewals between the parties, hereto, covering the same subject matter, are hereby cancelled and superseded by this Agreement and such prior agreements shall have no further force or effect.

pg. 7 

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

pg. 8 

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

This Agreement is hereby entered into this 5th day of January, 2017.

INTERNATIONAL ACADEMY OF STYLE

Authorized Signature

Printed Name


2295 Market Street
Reno, Nevada 89502
(775) 823-9003

7415 Hinton Dr.
Address

Reno NV 89506
City, State, Zip

(417) 241-1512 Sam
Phone Cell Phone

mychelchristian@icloud.com
Email

pg. 10 

**Request for Taxpayer
Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MYCHEL LEE CHRISTIAN

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
7465 HINTON DR.

6 City, state, and ZIP code
RENO NV 89506

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer 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 Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person *Mychel Lee Christian* Date **1-5-17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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 (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment A

Attachment A

pg. 11____

606 IAS0459
JA1281

Attachment B

Attachment B

pg. 12_____

607

IAS0460

JA1282

BARBARA K. CEGAVSKE
Secretary of State

JEFFERY LANDERFELT
*Deputy Secretary
for Commercial Recordings*

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

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

NOTICE OF EXEMPTION
NEVADA STATE BUSINESS LICENSE

Sole Proprietor

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

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

Nevada Business Identification: NV20161035779

Name: Mychel Christian

Expiration Date: 1/31/2018

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

608

IAS0461

JA1283

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 12/31/2016

BUSINESS CLASSIFICATION: General Business

BUSINESS LOCATION:

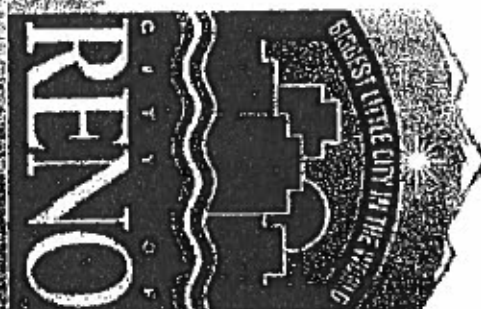
3223 ELLIOT DR
RENO, NV 89512

NAME OF BUSINESS:

Mychel Christian

LICENSEE NAME AND ADDRESS:

Mychel Christian
7665 Hinton Dr
RENO, NV 89506



LICENSE #: R133503A

Annual
License

EXPIRATION DATE: 12/31/2017

SIGNATURE

CITY OF RENO

CONDUCTED IN CONFORMITY WITH
AND SUBJECT TO THE STATUTES OF
NEVADA AND RENO MUNICIPAL CODE

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 Jan, 2016 by and between International Academy of Style (hereinafter referred to as "IAS") and Meledieu 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 Jan, through the 31 day of December, covering AN 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 by mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

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

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

☒ Cosmetology Services
☒ Hair Design Services
☒ Licensed Instructor Services

☒ Aesthetician Services
☒ Nail Technology Services
☒ Other

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

Mr / Burgess class

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 \$29 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:	<u>9</u>	(am/pm) to	<u>5/6</u>	(am/pm)
Wednesday:	<u>9</u>	(am/pm) to	<u>5</u>	(am/pm)
Thursday:	<u>9</u>	(am/pm) to	<u>5</u>	(am/pm)
Friday:	<u>9</u>	(am/pm) to	<u>5</u>	(am/pm)
Saturday:	<u>NA</u>	(am/pm) to	<u>NA</u>	(am/pm)

The hourly rate for Instructor's services under this Agreement is \$ 16 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>MB</u>	_____
B. Will IAS be providing training to you with respect to any services provided under this Agreement?	_____	<u>MB</u>

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

MB

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

MB

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?

MB

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?

MB

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?

MB

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.
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.
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 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.**

This Agreement is hereby entered into this 19 day of Jan, 2016.

INSTRUCTOR

Meledie Wolf
Authorized Signature

Meledie Wolf
Printed Name

Cosmo
Title

Meledie Wolf
Business/Company Name

710 Balzar Cir
Address

Reno, NV 89502
City, State, Zip

(775) 224-7504 11
Phone Cell Phone

EIN, UBI or SSN

Meledie Wolf@gmail.com
Email

INTERNATIONAL ACADEMY OF STYLE

[Signature]
Authorized Signature

Law D. Castor
Printed Name

2295 Market Street
Reno, Nevada 89502
(775) 823-9003

Attachment A

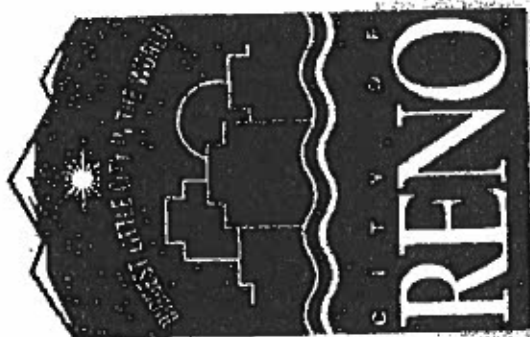
Attachment A

Attachment B

Attachment B

LICENSE #: 121966

EXPIRATION DATE: 01/31/



THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 02/01/2016

BUSINESS CLASSIFICATION: General Business

RENO, WASHOE CO., NEVADA

BUSINESS LOCATION: 710 BALZAR CIR

NAME OF BUSINESS: Meledie Wolf-Billings

THIS LICENSE EXPIRES AS S
ABOVE

LICENSEE - NAME AND ADDRESS:
Meledie Wolf-Billings
710 Balzar Cir
RENO, NV 89502

LICENSED BUSINESS 1
CONDUCTED IN CONFORM
AND SUBJECT TO THE PRC
OF THE STATUTES OF THE
NEVADA AND RENO MUNIC


SIGNATURE CITY CLERK

City of Reno

SECRETARY OF STATE



STATE OF NEVADA

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

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.

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

INDEPENDENT INSTRUCTOR AGREEMENTS

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

1. **TERMS:** The terms of this agreement shall commence on the 19 day of January, through the 31 day of Dec, covering 11 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 by mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

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

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

☒ Cosmetology Services
☒ Hair Design Services
☒ Licensed Instructor Services

☒ Aesthetician Services
☒ Nail Technology Services
☒ Other

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

Advanced MASTER Specialist Classes

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 \$ 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.

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:	<u>9</u> (am/pm) to <u>5</u> (am/pm)
Wednesday:	<u>X</u> (am/pm) to <u>X</u> (am/pm)
Thursday:	<u>X</u> (am/pm) to <u>X</u> (am/pm)
Friday:	<u>9</u> (am/pm) to <u>10:30</u> (am/pm)
Saturday:	<u>X</u> (am/pm) to <u>X</u> (am/pm)

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 modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements under this Agreement may subject Instructor to a breach of this Agreement and any liabilities that arise out of said breach.

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

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

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

In addition to the above, Instructor represents as follows:

Instructor's Initials

YES NO

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

XAW _____

_____ XAW

628 XAW

IAS0481

JA1303

- C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement? _____ Law
- D. Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS? _____ Law
- 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? Law _____
- 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? _____ Law
- 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? Law _____

9. **REPORTING OF INCOME:** It shall be the responsibility of Instructor to properly report all monies earned as a result of services performed under this Agreement to the State and Federal Governments. IAS shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Instructors. Instructor shall receive a copy for tax purposes.
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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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pay for services performed prior to the execution of this Agreement at the previously agreed upon rate.

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This Agreement is hereby entered into this 19 day of January, 2016.

INSTRUCTOR

INTERNATIONAL ACADEMY OF STYLE

Melissa Wolf
Authorized Signature

[Signature]
Authorized Signature

Melissa Wolf
Printed Name

[Signature]
Printed Name

Cosmo
Title

2295 Market Street
Reno, Nevada 89502
(775) 823-9003

Melissa Wolf
Business/Company Name

732 Bazar Cir
Address

Reno, NV 89502
City, State, Zip

[Blank] Phone (775) 224-7503 Cell Phone

[Blank]
EIN, UBI or SSN

wolfx5soc.global.net
Email

Attachment A

Attachment A

Attachment B

Attachment B

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 02/01/2016

BUSINESS
CLASSIFICATION:

General Business

BUSINESS LOCATION:

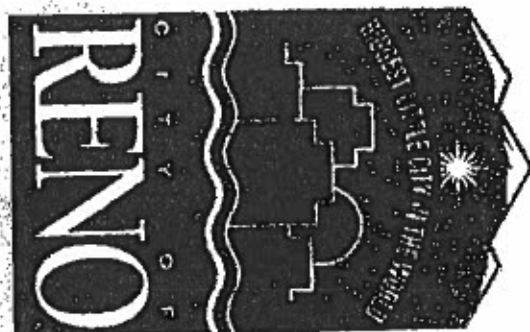
732 BALZAR CIR

NAME OF BUSINESS:

Melissa Wolf

LICENSEE - NAME AND ADDRESS:

Melissa K. Wolf
732 Balzar Cir
Reno, NV 89502



LICENSE #: 121971

EXPIRATION DATE: 01/31/2017

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 STATUTES OF THE STATE OF
NEVADA AND RENO MUNICIPAL CODE

SIGNATURE

CITY CLERK

City of Reno

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

Sole Proprietor
Melissa 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

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

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

INDEPENDENT INSTRUCTOR AGREEMENTS

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

Preamble

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

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

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

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

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

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

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

1. **TERMS:** The terms of this agreement shall commence on the 19 day of January, through the 31 day of December, covering 11 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 by mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

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

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

☒ Cosmetology Services
☒ Hair Design Services
☒ Licensed Instructor Services

☒ Aesthetician Services
☒ Nail Technology Services
☒ Other

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 \$ ~~4248~~ 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:	<u>12</u>	(am/pm)	to	<u>10:30</u>	(am/pm)
Wednesday:	<u>9</u>	(am/pm)	to	<u>7:30</u>	(am/pm)
Thursday:	<u>9</u>	(am/pm)	to	<u>7:30</u>	(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 \$ 12 per hour of service.

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

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

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

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

In addition to the above, Instructor represents as follows:

Instructor's Initials

YES NO

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

WV _____
_____WV

- C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement? _____ W
- D. Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS? _____ W
- 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? W _____
- 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? _____ W
- 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? W _____

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.
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.
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

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.**

This Agreement is hereby entered into this 19 day of January, 2016.

Authorized Signature

MAGGIE VONG

Printed Name

CTBMO

Title

MAGGIE VONG

Business/Company Name

Business/Company Name 250 Harbor Cove Dr #304
Address

Address

SPARKS NV 89434

City, State, Zip

Phone

206-819-4783
Cell Phone

EIN, UBI or SSN

11 kb DALYN 112 @ HOTMAIL
Email

INTERNATIONAL ACADEMY OF STYLE

Authorized Signature

Printed Name

2295 Market Street
Reno, Nevada 89502
(775) 823-9003

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

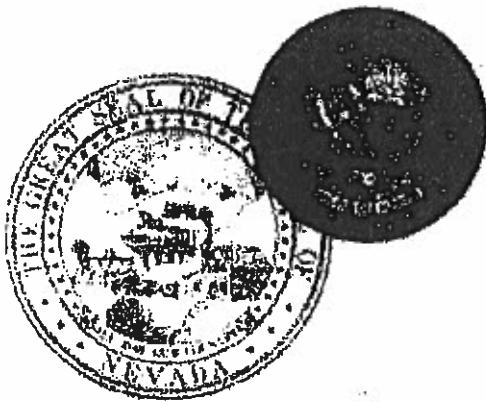
Sole Proprietor
Maggie Vong

Nevada Business Identification # NV20151408537

Expiration Date: 07/31/2016

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

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



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

Barbara K. 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 cannot be waived.
There is no fee for cancellation.

JA1322 647

IAS0500

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 06/01/2015

BUSINESS
CLASSIFICATION:

General Business

BUSINESS LOCATION:

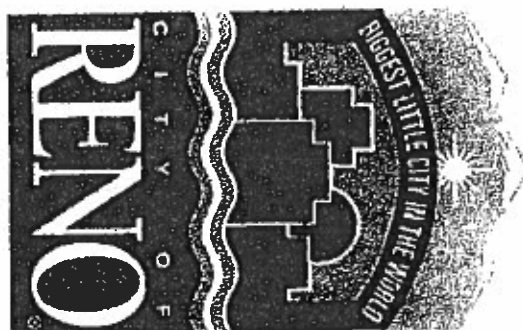
350 Harbour Cove Dr

NAME OF BUSINESS:

Maggie Yong

LICENSEE - NAME AND ADDRESS:

Maggie Yong
350 Harbour Cove Dr
SPARKS, NV 89434



LICENSE #: 131960

EXPIRATION DATE: 05/31/2016

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 STATUTES OF THE STATE OF
NEVADA AND RENO MUNICIPAL CODE


SIGNATURE

CITY CLERK

City of Reno

648

IAS0501

JA1323

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 20th day of January, 2016 by and between International Academy of Style (hereinafter referred to as "IAS") and Michelle L. Christian (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 January, through the 31st day of December, covering all 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 by 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
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4. **SCOPE OF SERVICES:** Instructor shall provide instruction in the below fields in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

- ☐ Cosmetology Services
- ☐ Hair Design Services
- ☐ Licensed Instructor Services

- ☐ Aesthetician Services
- ☒ Nail Technology Services
- ☐ Other

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 \$ 192⁰⁰ 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:	<u>9:00</u> (am/pm) to <u>5:00</u> (am/pm)
Wednesday:	<u>9:00</u> (am/pm) to <u>5:00</u> (am/pm)
Thursday:	<u>9:00</u> (am/pm) to <u>5:00</u> (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 \$ 9.00 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

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

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- C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement? _____ PA
- D. Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS? _____ PA
- 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? PA _____
- 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? _____ PA
- 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? PA _____

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

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

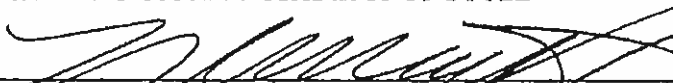
This Agreement is hereby entered into in accordance with the laws of the State of Nevada. This Agreement is a formal, legal contract for Instructor's services as set forth herein. It protects both Instructor and IAS and is intended to prevent misunderstandings. **EXECUTION OF THIS AGREEMENT SHALL BE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

This Agreement is hereby entered into this 20th day of January, 2016.

INSTRUCTOR

INTERNATIONAL ACADEMY OF STYLE


Authorized Signature


Authorized Signature

Mychel L. Christian
Printed Name

Ken D. Lester
Printed Name

Nail Technician
Title

2295 Market Street
Reno, Nevada 89502
(775) 823-9003

Mychel L. Christian
Business/Company Name

3223 Elliot Dr.
Address

Reno NV 89512
City, State, Zip

Phone (417) 241-1512
Cell Phone

EIN, UBI or SSN

mychelchristian@icloud.com
Email

BARBARA K. CEGAVSKE
Secretary of State

JEFFERY LANDERFELT
*Deputy Secretary
for Commercial Recordings*

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

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

NOTICE OF EXEMPTION
NEVADA STATE BUSINESS LICENSE

Sole Proprietor

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

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

Nevada Business Identification: NV20161035779

Name: Mychel Christian

Expiration Date: 1/31/2017

Exemption Code: 003 A home-based business whose net earnings are not more than 66 2/3 percent of the Nevada average annual wage

Issued this 20th day of January, 2016.

Please Post in a Conspicuous Location

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THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

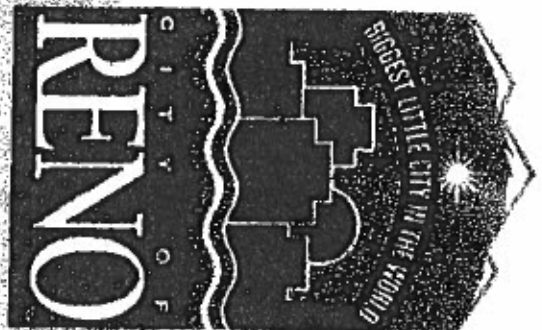
EFFECTIVE DATE: 01/01/2016

BUSINESS
CLASSIFICATION: General Business

BUSINESS LOCATION: 3223 Elliot Dr

NAME OF BUSINESS: Mychel Christian

LICENSEE - NAME AND ADDRESS: Mychel Christian
3223 Elliot Dr
RENO, NV 89512



LICENSE #: 133503

EXPIRATION DATE: 12/31/2016

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 STATUTES OF THE STATE OF
NEVADA AND RENO MUNICIPAL CODE

SIGNATURE

CITY CLERK

City of Reno

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IAS0512

JA1334

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 20th day of January, 2016 by and between International Academy of Style (hereinafter referred to as "IAS") and Ashley 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 January through the 31st day of December covering all 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 by mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

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

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



Cosmetology Services
Hair Design Services
Licensed Instructor Services



Aesthetician Services
Nail Technology Services
Other

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

Classes on Advanced Color and cutting and nail art-techniques

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

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

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

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

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

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

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

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

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

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

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

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

Tuesday:	<u>—</u>	(am/pm)	to	<u>—</u>	(am/pm)
Wednesday:	<u>10</u>	(am /pm)	to	<u>5</u>	(am/ pm)
Thursday:	<u>10</u>	(am /pm)	to	<u>7:30</u>	(am/ pm)
Friday:	<u>10</u>	(am /pm)	to	<u>7:30</u>	(am/ pm)
Saturday:	<u>9</u>	(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:

- | | <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>AS</u> | _____ |
| B. Will IAS be providing training to you with respect to any services provided under this Agreement? | _____ | <u>AS</u> |

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

_____ AS

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

_____ AS

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?

AS _____

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?

_____ AS

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?

AS _____

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

This Agreement is hereby entered into this 20th day of January, 2016.

INSTRUCTOR

[Signature]
Authorized Signature

Ashley Slinger
Printed Name

Cosmo
Title

Victorio Ashley Slinger
Business/Company Name

8200 Offenbacher Dr. 101H
Address

Reno NV. 89511
City, State, Zip

—
Phone

(775) 229-6565
Cell Phone

—
EIN, UBI or SSN

ashdeeslinger@gmail.com
Email

INTERNATIONAL ACADEMY OF STYLE

[Signature]
Authorized Signature

Luis D. Castrejon
Printed Name

2295 Market Street
Reno, Nevada 89502
(775) 823-9003

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 10/01/2015

BUSINESS
CLASSIFICATION: Booth Rental

BUSINESS LOCATION: 8200 Offenhauser Dr #01H

NAME OF BUSINESS: Victoria Ashley Singer

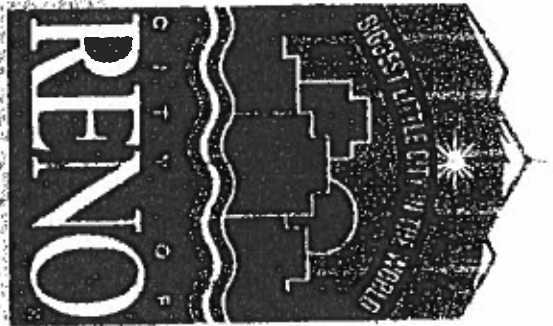
LICENSEE - NAME AND ADDRESS:

Victoria Ashley Singer
8200 Offenhauser Dr #01H
RENO, NV 89511

SIGNATURE

CITY CLERK

City of Reno



LICENSE #: 132821

EXPIRATION DATE: 09/30/2016

RENO, WASHOE CO, NEVADA

THIS LICENSE EXPIRES AS SPECIFIED
ABOVE

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

669

IAS0522

JA1344

SECRETARY OF STATE



STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

Sole Proprietor

Victoria Ashley Singer

Nevada Business Identification #NV20151302590

Expiration Date: 05/31/2017

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

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

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



BARBARA K. CEGAVSKE

Secretary of State



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

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

JA1345

670

IAS05

BARBARA K. CEGAVSKE
Secretary of State

JEFFERY LANDERFELT
*Deputy Secretary
for Commercial Recordings*

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

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

NOTICE OF EXEMPTION
NEVADA STATE BUSINESS LICENSE

Sole Proprietor

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

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

Nevada Business Identification: NV20151302590

Name: Victoria Ashley Singer

Expiration Date: 5/31/2016

Exemption Code: 003 A home-based business whose net earnings are not more than 66 2/3 percent of the Nevada average annual wage

Issued this 13th day of May, 2015.

Please Post in a Conspicuous Location

671
JA1346

IAS0524

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

INDEPENDENT INSTRUCTOR AGREEMENTS

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

Preamble

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

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

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

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

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

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

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

1. **TERMS:** The terms of this agreement shall commence on the 20 day of January, through the December day of 31, 2016, covering all 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 by mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

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

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

☒ Cosmetology Services
☒ Hair Design Services
☒ Licensed Instructor Services

☒ Aesthetician Services
☒ Nail Technology Services
☒ Other

W

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

Advanced demos, business classes

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

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

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

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

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

ab

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:	<u>NA</u>	(am/pm) to	<u>NA</u>	(am/pm)
Wednesday:	<u>2</u>	(am/pm) to	<u>10:30</u>	(am/pm)
Thursday:	<u>11</u>	(am/pm) to	<u>10:30</u>	(am/pm)
Friday:	<u>NA</u>	(am/pm) to	<u>NA</u>	(am/pm)
Saturday:	<u>9</u>	(am/pm) to	<u>530/730</u>	(am/pm)

The hourly rate for Instructor's services under this Agreement is \$ 11.50 per hour of service.


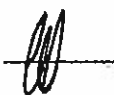
It is Instructor's responsibility to fulfill the contracted services under this Agreement. IAS will not be responsible for cancellations, substitutions, or modifications to the above schedule under this Agreement. Student complaints regarding an Instructor not fulfilling any promises or requirements 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:

- | | <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? |  | _____ |
| 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.
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.
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



THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE:

EFFECTIVE DATE: 01/01/2016

BUSINESS CLASSIFICATION: Booth Rental

BUSINESS LOCATION:

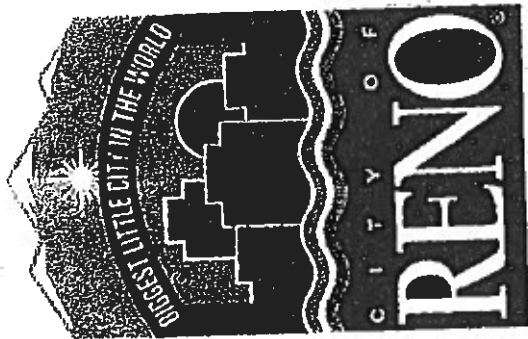
1276 Philippi St

NAME OF BUSINESS:

Faustine N Flamm

LICENSEE - NAME AND ADDRESS:

Faustine N Flamm
1276 Philippi St
CARSON CITY, NV 89701



LICENSE #: 127198

EXPIRATION DATE: 12/31/2016

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 STATUTES OF THE STATE OF
NEVADA AND RENO MUNICIPAL CODE

JA1357

682

IAS0535



SIGNATURE

CITY CLERK

City of Reno

SECRETARY OF STATE



STATE OF NEVADA

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

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.

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

INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 20 day of January, 2016 by and between International Academy of Style (hereinafter referred to as "IAS") and Oregon 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 20 day of January, through the 31 day of December covering all 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 by mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

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

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

- ☐ Cosmetology Services
- ☐ Hair Design Services
- ☐ Licensed Instructor Services

- ☒ Aesthetician Services
- ☐ Nail Technology Services
- ☐ Other

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

Advanced classes including: Make 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.

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 \$152 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:	<u>N/A</u>	(am/pm) to	<u>N/A</u>	(am/pm)
Wednesday:	<u>12</u>	(am/pm) to	<u>5</u>	(am/pm)
Thursday:	<u>9</u>	(am/pm) to	<u>4</u>	(am/pm)
Friday:	<u>9</u>	(am/pm) to	<u>4</u>	(am/pm)
Saturday:	<u>N/A</u>	(am/pm) to	<u>N/A</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:

- | | <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>aw</u> | _____ |
| B. Will IAS be providing training to you with respect to any services provided under this Agreement? | _____ | <u>aw</u> |

- C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement? _____ aw
- D. Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS? _____ aw
- 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? aw _____
- 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? _____ aw
- G. Are you responsible for paying your own income taxes and any other applicable taxes incurred by your business and in the performance of services under this Agreement? aw _____

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

This Agreement is hereby entered into this 20 day of January, 2016.

INSTRUCTOR

INTERNATIONAL ACADEMY OF STYLE

Cheyanna Wolf
Authorized Signature

[Signature]
Authorized Signature

Cheyanna Wolf
Printed Name

[Signature]
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

775-666-7776 →
Phone Cell Phone

EIN, UBI or SSN

CheyannaK13@gmail.com
Email

Attachment A

Attachment A

Attachment B

Attachment B

BARBARA K. CEGAVSKE

Secretary of State

JEFFERY LANDERFELT

*Deputy Secretary
for Commercial Recording*

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 "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

696

IAS0549

JA1371

NOTES

CITY OF FALLON
CITY CLERK'S OFFICE
55 W. WILLIAMS AVE
FALLON, NV 89406

RECEIPT

DATE

1/20/16

NO.

661628

RECEIVED FROM

Cheyanna Wolf

ADDRESS

40 131 South Maine #203

Fallon, NV, 89406

\$ 50.00

FOR

Bus. Lic # 54956

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID	50	CHECK	00
BALANCE DUE		MONEY ORDER	

good thru
12/31/16

BY

JK

©2001 REPUBLIC OF BL806

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

INDEPENDENT INSTRUCTOR AGREEMENTS

This Independent Instructor Agreement (hereinafter "Agreement") is entered into this 22 day of January, 2016 by and between International Academy of Style (hereinafter referred to as "IAS") and Charissa Banks (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 22 day of January, through the 31 day of December, covering all 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 by mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

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

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

☒ Cosmetology Services
☒ Hair Design Services
☒ Licensed Instructor Services

☒ Aesthetician Services
☒ Nail Technology Services
☐ Other

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 \$ 740 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., ^{Saturday} Saturdays 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:	<u>8⁴⁵</u> (am/pm) to <u>2⁴⁵</u> (am/pm)
Wednesday:	<u>8⁴⁵</u> (am/pm) to <u>4⁴⁵</u> (am/pm)
Thursday:	<u>8⁴⁵</u> (am/pm) to <u>4⁴⁵</u> (am/pm)
Friday:	<u>8⁴⁵</u> (am/pm) to <u>4⁴⁵</u> (am/pm)
Saturday:	<u>n/a</u> (am/pm) to <u>n/a</u> (am/pm)

The hourly rate for Instructor's services under this Agreement is \$ 14 per hour of service.

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

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

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

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

In addition to the above, Instructor represents as follows:

Instructor's Initials

YES

NO

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

WJ _____

_____ WJ

- C. Will IAS be furnishing you with equipment, tools, supplies or travel expenses in the performance of services under this Agreement? _____ WJ
- D. Are any of the workers who assist you in the performance of services under this Agreement, if any, the employees of IAS? _____ WJ
- 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? WJ _____
- 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? _____ WJ
- 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? WJ _____

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.
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.
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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JA1381

(b)(7)(D)

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 02/01/2016

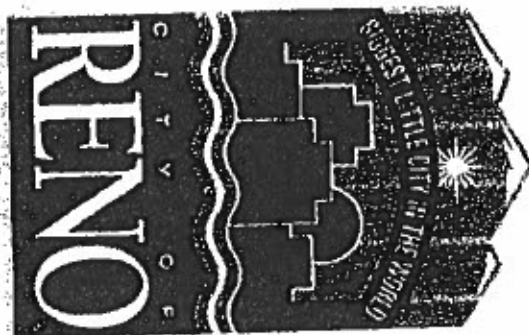
BUSINESS
CLASSIFICATION: General Business

BUSINESS LOCATION: 2295 Market St

NAME OF BUSINESS: Char's Charades

LICENSEE - NAME AND ADDRESS:

Charissa Banks
10601 Vista Bella Ln
RENO, NV 89521



LICENSE #: 125820

EXPIRATION DATE: 01/31/2017

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 STATUTES OF THE STATE OF
NEVADA AND RENO MUNICIPAL CODE

SIGNATURE

CITY CLERK

City of Reno

IAS0560

JA1382

SECRETARY OF STATE



STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

Sole Proprietor

CHARISSA MARIE BANKS

CHAR CHARADES

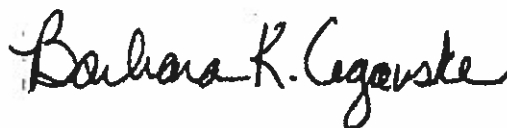
Nevada Business Identification #NV20131678246

Expiration Date: 11/30/2016

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

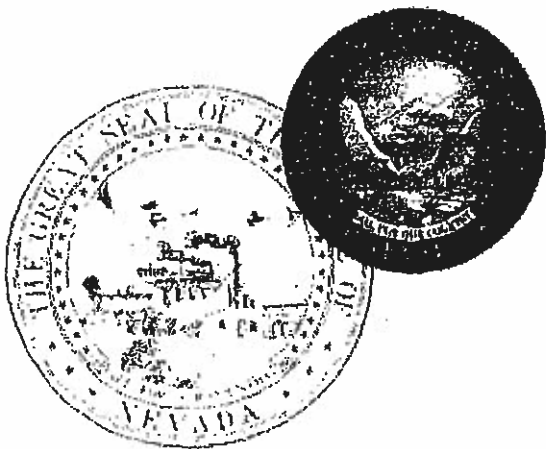
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

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

A handwritten signature in cursive script that reads "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 cannot be waived.
There is no fee for cancellation.

708 JA1383 1A5561

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 4 day of Aug, 2016 by and between International Academy of Style (hereinafter referred to as "IAS") and Laura Hartman (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 4 day of Aug, through the 31 day of Dec, covering all 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 by mail, email, or hand delivery. Notice to Instructor shall be provided in person, or by regular or certified mail addressed to the Instructor's last known address on file. Notice to IAS shall be communicated to the following individual at the stated address:

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

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

☒ Cosmetology Services
☒ Hair Design Services
☒ Licensed Instructor Services

☒ Aesthetician Services
☒ Nail Technology Services
☐ Other

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 \$~~240.00~~ 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:	<u>5:30</u> (am/pm) to <u>10:30</u> (am/pm)
Wednesday:	<u>5:30</u> (am/pm) to <u>10:30</u> (am/pm)
Thursday:	<u>5:30</u> (am/pm) to <u>10:30</u> (am/pm)
Friday:	<u>5:30</u> (am/pm) to <u>10:30</u> (am/pm)
Saturday:	<u>9:00</u> (am/pm) to <u>7:30</u> (am/pm)

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The hourly rate for Instructor's services under this Agreement is \$ 112.00 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

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

 X

 X

 X


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.
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.
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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.

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

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This Agreement is hereby entered into this 4 day of August, 2016.

INSTRUCTOR

INTERNATIONAL ACADEMY OF STYLE

[Signature]
Authorized Signature

[Signature]
Authorized Signature

Laura Hartman
Printed Name

Laura D. [Signature]
Printed Name

Instructor
Title

2295 Market Street
Reno, Nevada 89502
(775) 823-9003

Laura Hartman
Business/Company Name

7000 Mae Anne Ave Apt 225
Address

Reno, NV 89523
City, State, Zip

Phone 775-247-3414
Cell Phone

EIN, UBI or SSN

hartmanL88@yahoo.com
Email

SECRETARY OF STATE



STATE OF NEVADA

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.

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IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the Great Seal of
State, at my office on 03/09/2016

Barbara K. Cegavske

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.

718

JA1393

THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 03/01/2016

BUSINESS CLASSIFICATION: Booth Rental

BUSINESS LOCATION:

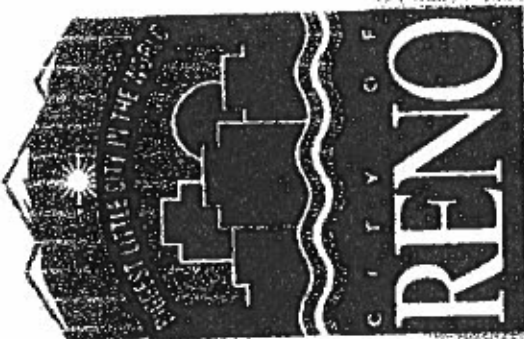
7000 Mae Anne Ave 225

NAME OF BUSINESS:

Laura Hartman

LICENSEE - NAME AND ADDRESS:

Laura Hartman
7000 Mae Anne Ave 225
RENO, NV 89523



LICENSE #: 133963

EXPIRATION DATE: 02/28/2017

RENO, WASHOE CO., NEVADA

THIS LICENSE EXPIRES AS SPECIFIED
ABOVE

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


SIGNATURE CITY CLERK

City of Reno

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IAS0572