

# BEAUTY ARRIVAL LLC, (DBA) BEAUTY ARRIVALIST INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is created by and between

Beauty Arrival LLC (the "Company") of 651 N. Broad St, Middletown, Delaware 19709, and Click or tap here to enter text. (the "Contractor"). In this Agreement, the party who is contracting

to receive the services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Contractor."

#### 1. DESCRIPTION OF SERVICES.

Beginning on the Contractor *date signed on this agreement*, the Contractor will provide the following services (collectively, the "Services"): As Described with services performed.

# 2. PAYMENT FOR SERVICES.

The Client will pay compensation to the Contractor for the Services. Payments will be made with provided terms agreed when signing. No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Client in writing. The Contractor shall be solely responsible for any and all taxes, Insurance, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

# 3. TERM/TERMINATION.

This Agreement may be terminated by either party upon 30 days' written notice to the other party. A regular, ongoing relationship of indefinite term is not contemplated. The Client has no right to assign services to the Contractor other than as specifically contemplated by this Agreement.

### 4. RELATIONSHIP OF PARTIES.

It is understood by both parties that the Contractor is an independent contractor with respect to the Client, and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor. It is defined that the relationship between the Contractor and the Client shall be a nonexclusive.

# 5. CLIENT'S CONTROL.

The Client has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Client's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Client.

# 6. PROFESSIONAL CAPACITY.

The Contractor is a professional who uses his or her own professional and business methods to perform services. The Contractor has not and will not receive training from the Client regarding how to perform the Services.



# BEAUTY ARRIVAL LLC, (DBA) BEAUTY ARRIVALIST INDEPENDENT CONTRACTOR AGREEMENT

# 7. PERSONAL SERVICES NOT REQUIRED.

The Contractor is not required to render the Services personally and may not employ others to perform the Services on behalf of the Client without the Client's knowledge or consent.

#### 8. NO LOCATION ON PREMISES.

The Contractor has no desk or other equipment either located at or furnished by the Client. Except to the extent that the Contractor works in a territory as defined by the Client, his or her services are not integrated into the mainstream of the Client's business.

#### 9. NO SET WORK HOURS.

The Contractor has no set hours of work. There is no requirement that the Contractor work full time but to update us with availability for clients.

# 10. EXPENSES PAID BY CONTRACTOR.

The Contractor's business and travel expenses are to be paid by the Contractor and not by the Client.

# 11. CONFIDENTIALITY.

Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Client. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Client, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Client, and any and all trade secrets, customer lists, or pricing information of the Client which should remain private within Beauty Arrival LLC confidentiality rules of non- disclosure.

# 12. NO RIGHT TO ACT AS AGENT.

An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Client has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Client has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Client and has an obligation to notify any involved parties that it is not an agent of the Client.

# 13. ENTIRE AGREEMENT.

This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby.

# 14. WAIVER OF BREACH.

The waiver by the Client of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

# 15. APPLICABLE LAW.



# BEAUTY ARRIVAL LLC, (DBA) BEAUTY ARRIVALIST INDEPENDENT CONTRACTOR AGREEMENT

This Agreement shall be governed by the laws of the State of Delaware and or Which state you do contracts in.

Contractor

Name: Click or tap here to enter text. Date: Click or tap here to enter text.