

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “**Agreement**”) is made and entered into, as of [--] (the “**Effective Date**”), by and between Sean Carey Music, having its principal place of business at [Studio 2 O National Transit Bldg. Annex, 206 Seneca St. Oil City, Pennsylvania] (the “**Studio**”), and [--] an individual residing at [--] (the “**Instructor**”).

WHEREAS, the Studio is in the business of offering high quality guitar and music lessons, including voice, music reading, and studio technology courses in Oil City, Pennsylvania and its surrounding areas, as well as remotely through internet platforms, to certain individuals (the “**Students**”).

WHEREAS, the Instructor is in the business of teaching music and performing music lessons; and has the requisite skills and experience to perform such services.

WHEREAS, the Studio desires to enter into an independent contractor relationship with Instructor, and Instructor desires to provide the services described below for the Studio on an independent contractor basis, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Studio and Instructor (collectively, the “**Parties**”) agree as follows:

1. **Services.** Subject to the terms and conditions of this Agreement, Studio hereby engages Instructor to perform music lessons and tutoring services (the “**Services**”) to the Studio’s Students, and Instructor hereby accepts such engagement.
2. **Term.** This engagement shall commence on [--] (the “**Effective Date**”), and shall continue in full force and effect for a period of [1 year], unless earlier terminated as set forth below. This Agreement may only be extended thereafter by mutual agreement of the parties.
 - a) **Termination by Studio.** Studio may terminate this Agreement at any time, with termination effective [fifteen (15) days] after Studio’s delivery to Instructor of written notice of termination. Studio may terminate this Agreement immediately upon:
 - i. Instructor’s breach of Section 5, 6, 7 and 8 of this Agreement;
 - ii. Instructor compromising the Student’s safety in any way; and
 - iii. Instructor’s misconduct or inappropriate behavior, determined in the Studio’s sole discretions.
 - b) **Termination by Instructor.** Instructor may terminate this Agreement at any time, with termination effective [fifteen (15) days] after Instructor’s delivery to Studio of written notice of termination. Instructor may terminate this Agreement immediately for a material breach by Studio if Studio’s material breach of any provision of this Agreement is not cured within [ten (10) days] after the date of Instructor’s written notice of breach.
3. **Compensation.** The Instructor understands that compensation is strictly commission based. The Studio shall pay Instructor a percentage of the tuition payed by each Student based on a scale that

considers the Instructor's education, qualified experience, and demonstrated expertise (the "Commission"). The Commission amount agreed by the Parties hereto is indicated in the signature page of this Agreement. The Commission shall be paid, once a month, after all billed tuition amounts are collected from Students. In no event shall the Commission be paid by the Studio to the Instructor unless and until the full tuition payment is received by the Studio.

4. **Expenses.** Instructor shall be responsible for all expenses incurred while performing the Services. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums.

5. **Clearances.** Instructor represents and warrants that it has obtained or will obtain the following clearances by [one month after Effective Date]:

- a. Act 33 (Child Abuse), and
- b. Act 34 (Criminal History).

The Instructor may, but is not required to obtain clearance under Act 114 (FBI Fingerprint). Studio will reimburse the Instructor (upon presentation of receipt) for the Act 114 clearance.

6. **Confidentiality.** The Instructor hereby represents that it will not disclose any information pertaining to the Studio's business, know how, trade secrets or Students to any person or entity without first obtaining express and specific written consent of the Studio.

7. **Non Circumvention.** During the period that (i) begins on the date (the "Introduction Date") when a Student (with whom the Instructor has not had a prior discussion or relationship) is introduced to the Instructor by the Studio and (ii) ends twelve (12) months after the termination date of this Agreement, the Instructor shall not, without the prior written consent of the Studio, offer to or accept any offer to teach, tutor or instruct any of the Students or former Students of the Studio.

8. **Studio Policy.** All the terms of the Studio Policy, attached hereto as Exhibit A, are incorporated herein by reference. The Parties hereto acknowledge and agree that the terms and conditions contained in the Studio policy shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Studio Policy and the terms hereof, the terms of the Studio Policy shall govern.

9. **Right to Injunction.** The parties hereto acknowledge that the Services to be rendered by Instructor and its obligations hereunder including, without limitations, its obligation under Sections 5, 6, 7 and 8 and the rights and privileges granted to Studio under this Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by Instructor of any of the provisions of this Agreement will cause Studio irreparable injury and damage. Instructor expressly agrees that Studio shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Instructor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that Studio may have for damages or otherwise. The various rights and remedies of Studio

under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

10. **Non-Disparagement.** The Instructor agrees and covenants that he will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Studio or its businesses, or any of its employees, officers, and existing and prospective student, suppliers, investors and other associated third parties.

11. **Independent Contractor Relationship.**

- a) **Independent Contractor Status.** This Agreement shall not render Instructor an employee, partner, agent of, or joint venture with Studio for any purpose. Instructor is and will remain an independent contractor in its relationship to Studio. Studio shall not be responsible for withholding taxes with respect to Instructor's compensation hereunder. The Studio shall report all payments made to Instructor on a calendar year basis using IRS Form 1099, if required by law. Instructor agrees to report all such payments to the appropriate federal, state and local taxing authorities. Studio shall not and shall have no obligation to: (a) (i) withhold FICA (Social Security and Medicare taxes) from Instructor's payments or make FICA payments on Instructor's behalf, (ii) make state or federal unemployment compensation contributions or payments on Instructor's behalf, or (iii) withhold state or federal income tax from Instructor's payments (collectively referred to as "Taxes"); or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Instructor (collectively the "Insurances"). Instructor is not eligible to participate in any employee health, vacation pay, sick pay or other fringe benefit plan of Studio (collectively "Benefits"). Instructor and Studio agree that: (a) Instructor has the right to perform services for others during the term of this Agreement; and (b) Following Studio Policy, Instructor has the right to control and direct the means, manner and method by which the Services will be performed.
- b) **Method of Performing Services; Results.** Instructor will determine the method, details and means of performing the services required by this Agreement in accordance with the Studio Policy. Instructor shall provide the service for which Instructor is engaged to the reasonable satisfaction of Studio. Instructor may be required travel to a Student's home to perform the Services. The safety of Students shall be the Instructor's responsibility. Instructor shall not compromise the Student's safety in any way.
- c) **Instrumentalities.** Instructor agrees to provide all tools and instrumentalities, if any, required to perform the Services.
- d) **Limitations on Authority.** Instructor shall have no right, power or authority to bind Studio to the fulfillment of any condition, contract or obligation or to create any liability binding on Studio, its subsidiaries or affiliates.
- e) **Nonexclusive Services.** Instructor may, during the term of this Agreement, render services on its own account or for any other person or entity as Instructor, in Instructor's sole discretion, sees fit.

f) **Requisite skills.** Instructor specifically acknowledges and agrees that it has the requisite knowledge, expertise, experience and training to perform the Services, and that the Studio will not provide Instructor with any training concerning the manner or methods of performance of the Services, nor will it provide Instructor with any tools or equipment to complete the Services.

12. **Indemnification.** The Parties shall protect, defend, indemnify and hold each other harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising or resulting directly or indirectly from or in connection with the provision of the Services.

13. **Successors and Assigns; No Third Party Beneficiary Rights.** All of the provisions of this Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. No provision of this Agreement shall in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary of this Agreement or any provision hereof, or otherwise give rise to any cause of action in any person not a party hereto.

14. **Choice of Law.** The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania without regard to conflicts of laws principles.

15. **Section Headings; Interpretation; and Gender.** The headings of the sections herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. References herein to “this Agreement” and the words “herein,” “hereof” and words of similar import refer to this Agreement. The pronouns it, its and itself shall refer to as herein he, she, his, her, himself and herself where appropriate.

16. **Waiver.** Waiver by one Party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

17. **Assignment.** Instructor shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of Studio.

18. **Notices.** All notices and other communications under this Agreement shall be in writing and mailed, e-mailed, faxed, or delivered by hand or by a nationally recognized courier service guaranteeing overnight delivery to a party, if to the Studio, at its principal offices and if to Instructor at the Instructor’s residence listed on file with the Studio (or to such other address as such party may have specified by notice given to the other party pursuant to this provision). All such notices and communications shall, when mailed, e-mailed, faxed, or delivered, be effective three days after deposit in the mail, e-mailed or faxed with confirmation of receipt, or delivered by hand to the addressee or one day after delivery to the courier service.

19. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the Parties hereto.

20. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

21. **Severability**. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

22. **Counterparts**. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

SEAN CAREY MUSIC

INSTRUCTOR

By: Sean Carey
Title: Sole Proprietor

Name:

Commission: _____