

Independent Employment Agreement

(Hair Salon / Barber Shop)

THIS AGREEMENT made and entered into on this the ____ day of _____, 20__, by and between _____ (hereinafter "_____"), and _____ (hereinafter "_____").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, _____ employs _____, and _____ agrees to work for _____ under the terms and conditions hereby agreed upon by the parties:

SECTION 1 - EMPLOYMENT

1.1 Term. _____ agrees to employ the _____, at will, beginning _____, 20__, and continuing until termination in accordance with Section 4.

1.2 Duties. _____ accepts employment with _____ on the terms and conditions set forth in this agreement, and agrees to act as an independent contractor to cut hair for _____ at his shop located in _____, _____.

SECTION 2 - COVENANT NOT TO COMPETE

2.1 Non-Competition. During the term of this Agreement and for a period of two (2) years after the termination of employment for any reason with _____, _____ shall not, within _____ County, directly or indirectly (1) own (as a proprietor, partner, stockholder, or otherwise) an interest in; or (2) participate (as an officer, director or in any other capacity) in the management, operation or control of; or (3) perform services or act in the capacity of an employee, independent contractor, consultant or agent of any enterprise engaged, directly or indirectly, in the business of providing hair salon or beauty parlor services except with the prior written consent of _____.

2.2 **Injunction.** _____ agrees that it would be difficult to measure damage to _____ from any breach by _____ of Section 2.1 and that monetary damages would be an inadequate remedy for such breach. Accordingly, _____ agrees that if _____ shall breach Section 2.1 _____ shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by _____.

2.3 **No Release.** _____ agrees that the termination of employment with _____ or the expiration of the term of this Agreement shall not release _____ from any obligations under Section 2.1 or 2.2.

SECTION 3 - COMPENSATION

3.1 **Base Compensation.** In consideration of all services to be rendered by _____ to _____, _____ shall pay to _____ a commission of _____% of income generated by _____ by cutting hair. Commissions will be paid each _____.

3.2 **Withholding; Other Benefits.** All compensation shall be paid gross and without deductions for taxes and _____ shall be responsible for all taxes as an independent contractor.

SECTION 4 - TERMINATION

4.1 **Termination at Will.** The employment of _____ by _____ may be terminated immediately, at will, and in the sole discretion of _____, with or without cause. _____ may terminate her employment by _____ upon seven (7) days written notice to _____. This Agreement also may be terminated at any time upon the mutual written agreement of _____ and _____.

SECTION 5 - MISCELLANEOUS PROVISIONS

- 5.1 The provisions of this Agreement shall be binding upon and inured to the benefit of the heirs, personal representatives, successors and assigns of the parties.
- 5.2 In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.
- 5.3 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 5.4 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of _____.
- 6.5 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

DATE: _____

SIGNED: _____

SIGNED: _____