

# HAIR STYLIST / BARBER AGREEMENT

**I. The Parties.** This Hair Stylist / Barber Independent Contractor Agreement ("Agreement") made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Stylist") and \_\_\_\_\_ with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ ("Company"). The Stylist and Company shall be collectively referred to as the "Parties".

Now, Therefore, for and in consideration of the mutual promises and agreements contained herein the Parties agree to the following:

**II. Services Provided.** The Company agrees to employ the Stylist, at-will, beginning on \_\_\_\_\_, 20\_\_\_\_, and continuing until termination in accordance with Section V. The Stylist seeks to act as an independent contractor to cut hair, along with any other related services offered by the Company, ("Services") for the location at \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_.

- a.) **Non-Compete.** During the term of this Agreement and for a period of \_\_\_\_ years after termination shall not, directly or indirectly, (1) own as a proprietor, partner, stockholder, or otherwise have interest in; or (2) participate as an officer, director, or in any other capacity in the management operation or control of; or (3) perform the 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 the Company.
- b.) **Injunction.** The Parties agree it would be difficult to measure the damage to the Company from any breach of Section II(a) and that monetary damages would be inadequate. Accordingly, the Stylist agrees that if the he or she should breach Section II(a) that the Company 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 such breach, without showing or proving actual damages sustained by the Company.
- c.) **No Release.** The Parties agree that in the termination of this Agreement it shall not be releasing the Stylist from any obligation under this Section.

**III. Rent.** The Stylist: (choose one)

- **Shall be liable for rent** that is paid to the Stylist in the amount of \$\_\_\_\_\_ on a  - Daily  - Weekly  - Monthly basis in exchange for the use of the Company's facilities, including but not limited to: chairs, salon booths, or any other equipment of the Company.

- **Shall not be liable for rent** as it pertains to the use of the chairs, salon booths, or any other equipment of the Company.

**IV. Compensation.** In consideration of all Services to be rendered by the Stylist to the Company, the Company agrees to pay \_\_\_\_% of income generated. Commissions shall be paid to the Stylist  - Daily  - Weekly  - Monthly  - Other \_\_\_\_\_.

Any other compensation in the form of bonuses or benefits shall be paid as a gross amount and without deductions for taxes. All responsibility for tax payment shall be the liability of the Stylist.

**V. Termination.** Services by the Stylist may be terminated immediately, at-will, and in the sole discretion of the Company, with or without cause.

In addition, the Stylist may terminate this Agreement at any time by giving at least \_\_\_\_ days' notice.

**VI. Successor Parties.** 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.

**VII. Default.** In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party for all costs and expenses that were incurred, directly or indirectly, due to 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 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 upon any appeal.

**VIII. Severability.** 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.

**IX. Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State of \_\_\_\_\_.

**X. Additional Terms and Conditions.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XI. Entire Agreement.** 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 the Parties.

**STYLIST**

Stylist's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**COMPANY**

Company Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_