

Unity Yoga: Independent Contractor Agreement

This agreement is made by and between you the Instructor, and VFR Consultants, Inc. DBA Unity Yoga [Unity] for professional services, namely, instruction in yoga and yoga-related activities. By signing this agreement, the undersigned parties understand and agree as follows:

1. Unity is a yoga studio that accepts students without discrimination on the basis of race, creed, color, national or ethnic origin, religion, sex, age, disability, or sexual orientation, and you agree to conform to this policy. Discrimination against and harassment of any person including students, other instructors, studio staff, employees, volunteers, or employees of other companies present in our studios for work-related or other reasons is not permitted and will not be tolerated. Any incident, suspected incident, or accusation of harassment must be reported to Unity immediately.
2. The Instructor is an independent contractor and not an employee of Unity or its affiliates, and you are solely responsible for registration with local, state and federal agencies for tax purposes. Unity does not withhold or pay any local, state or federal taxes on your behalf. At the end of the year Unity will mail you a 1099 if your compensation is \$600 or more, and the 1099 information is provided to local, state and federal agencies. You are responsible for those taxes and for registering with the appropriate agencies.
3. The Instructor retains the right to provide services to others during the term of this Agreement and is not required to devote its services exclusively to Unity. Further, the Instructor retains the right to select the time of classes and related activities it provides to Unity on a regular basis.
4. The Instructor must maintain their own workers' compensation, disability and liability insurance, including insurance on your vehicle if used for work related activities.
 - A. You shall have and maintain a professional liability insurance policy of at least \$500,000 during the term of this agreement. Proof of insurance coverage (ACORD certificate) shall be provided to Unity prior to commencement of your classes. You must name VFR Consultants, Inc. DBA Unity Yoga as an additional insured on your policy.
 - B. The requirement for an individual professional liability insurance policy may be waived, only in writing, at the request of the Instructor. If the request is approved by Unity, a \$15.00 monthly fee will be deducted from all payments made to the Instructor for each month they teach at least one class or related activity at Unity.
 - C. You understand and agree that Unity is not liable for injury, death, loss or damage to your person, your props, equipment, automobile or personal property. Unity studios may have props or equipment which you agree to use at your own risk. Unity does not warrant the condition and safety of the props and equipment.
5. The Instructor shall have and maintain a valid CPR and First Aid certification during the term of this agreement. A copy of the card or certificate shall be provided to Unity prior to commencement of classes and at time of renewal. The Instructor shall exercise reasonable care for the safety, security and protection of Unity clients, instructors, personnel, and property. The Instructor shall warn clients to exercise reasonable care when in the studio, and to be cautious

when near the mirrors and plate glass windows. The Instructor's duty of care includes the exercise of reasonable care to maintain the safety and security of Unity facilities and to exercise reasonable care in the use and maintenance of Unity facilities and equipment including but not limited to yoga props, library materials, audio and visual recordings, credit card terminals, printers, computers, alarm systems, electronic media devices and musical instruments. The Instructor shall repair or replace any property of Unity, its clients, instructors and staff which suffers theft, loss or damage due to negligence.

6. The Instructor shall require every class participant to sign a liability waiver or verify that the participant registered online (clients can only register online by agreeing to the liability release by checking a box). Any incident involving monetary loss, personal injury, property damage or loss, harassment, discrimination, or other complaint shall immediately be reported to the studio manager, the instructor's own liability insurance carrier if applicable and not waived in writing as outlined in Section 3(B), and a written report shall be made at the time of the incident.
7. The Instructor shall be solely liable for any losses, damages, or liabilities incurred by you during the term of this agreement, and you agree to indemnify and hold VFR Consultants, Inc DBA Unity Yoga, and its officers, directors, employees, affiliates, and agents, as well as the owner and operator of the real estate where yoga classes and related activities will take place, harmless for any such damages, losses, injuries, claims, suits at law or equity, or other causes of action incurred or caused by you whether due to neglect or by intentional action or omission on your part.
8. The Instructor shall not appropriate, reproduce or disclose Confidential and Proprietary information which is the property of Unity without the prior written consent of Unity. In the course of its business of providing instruction in yoga, fitness, wellness, meditation, and exercise, Unity has developed proprietary or confidential information and materials, whether or not owned or developed by Unity, which is not generally known other than by Unity, and which the Instructor may obtain through any direct or indirect contact with Unity. The Confidential and Proprietary Information has been developed or obtained by Unity by the investment of significant time, effort and expense, and the Confidential and Proprietary Information is a valuable, special and unique asset of Unity which provides Unity with a significant competitive advantage.
 - A. Confidential and Proprietary Information includes without limitation:
 1. Personal, confidential, financial and medical information obtained from clients;
 2. Teaching materials, including but not limited to, handouts, manuals, teacher training materials, syllabi and class design materials;
 3. Unityyoga.guru website, Facebook and blog content, computer source and/or object code, and computer programs, alarm codes;
 4. Business records, business plans, business methods, financial statements, pricing structure costs and discounts;
 5. Client lists and records;
 6. trade secrets, copyrights and other intellectual property;
 7. Alarm codes;
 8. and other proprietary information.

B. If it appears that the Instructor has disclosed or has threatened to disclose Confidential and Proprietary Information in violation of this Agreement, Unity shall be entitled to some or all of the following actions:

1. an injunction to restrain the Instructor from disclosing, in whole or in part, the Confidential and Proprietary Information, and Unity may pursue other remedies, including a claim for losses and damages.
2. Upon the written request of Unity, the Instructor shall return to Unity all written materials containing the Confidential and Proprietary Information. The Instructor shall also deliver to Unity written statements signed by the Instructor certifying that all materials have been returned within five (5) days of receipt of the request.

9. The Instructor grants Unity permission to record, reproduce and display your likeness. By signing this agreement the Instructor acknowledges that during the course of this contract Unity might record you or classes or workshops you attend or teach, and you grant Unity a non-exclusive, royalty-free, perpetual license and permission to use, exploit, adapt, modify, reproduce, distribute, publicly perform and display, in any form now known or later developed, your image, visual likeness or your voice (“Personal Information”) throughout the world. These recordings may be produced and distributed via webcast, podcast, video and any other traditional or new media including social media, and you release and hereby agree to indemnify, defend and hold harmless VFR Consultants Inc. DBA Unity Yoga and its respective officers, directors, employees, affiliates, and agents from any liability, claim, demand, or cause of action whatsoever for invasion of privacy, right of publicity, copyright infringement, defamation or any other cause of action arising out the use, exploitation, reproduction, adaptation, distribution, broadcast, performance or display of the Personal Information.

10. This contract and your services to Unity will terminate for misconduct on your part. Misconduct is defined to include:

- A. Unreliability, such as repeatedly needing substitutes to teach in your place, and/or failure to show up for a class;
- B. Misrepresentation of a material fact with intent to deceive;
- C. Theft, assault, harassment;
- D. Sexual involvement with a student;
- E. Soliciting loans, gifts or favors from a student;
- F. Soliciting or inducing Unity clients to attend yoga, fitness, meditation or wellness classes at other yoga studios or facilities;
- G. Violations of the Unity Policy and Procedures and the California Yoga Teachers Association Code of Professional Standards, the ethical code recognized and adopted by Unity and incorporated herein by reference.

11. Your pay rate is the tiered pay rate as shown in Appendix A of this agreement. No other agreements, verbal or otherwise, shall be construed as a valid agreement for the purposes of pay rates, unless otherwise committed and executed in writing by Unity and the Instructor. You agree to notify the studio manager immediately of any discrepancies between your contract pay rate and what is received. Access to Unity’s MBO site is granted during the term of this contract. Instructors are responsible for maintaining current profile information in MBO.

- A. For the purpose of the tiered pay rate, all students who pay the regular fees or membership entitling them to attend Instructor's class shall be considered paying students. All students using a promotional discount or free tuition issued solely by Unity or its agents shall not be considered paying students.
- B. The instructor shall be paid monthly on the 15th of the month, at the agreed upon tiered pay rate in Appendix A, via direct deposit or paper check.

- 12. This agreement is governed by the laws of the State of Texas. Address for all notices: Unity Yoga, 4363 Main St, Philadelphia PA 19127
- 13. This Agreement supersedes any and all other agreements and or contracts, either oral or written, between the parties regarding Instructor's services for Unity. It contains all of the covenants and agreements between the parties, regarding the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this contract. If there is any agreement, statement or promise not in this contract, it shall be void, invalid and non-binding. Any modification of this contract will be effective only if it is in writing and approved by both parties.
- 14. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 15. The attached documents are incorporated by reference and made a part of this agreement, and BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE READ THESE DOCUMENTS AND AGREE TO COMPLY BY THE PROVISIONS:

Unity Policy and Procedures
California Yoga Teachers Association Code of Professional Standards

Printed Name: _____

Date: ___/___/___

Signed:

BY SIGNING, I AGREE I HAVE READ THIS AGREEMENT AND AGREE TO ITS PROVISIONS.