

# **SHOW OFF DANCE, LLC | INSTRUCTOR AGREEMENT | 2024**

THIS AGREEMENT ("Agreement") made and entered into on this day, February 6, 2023, by and between \_\_\_\_\_ ("Dance Instructor"), and SHOW OFF DANCE, LLC.

**WHEREAS**, Dance Instructor has submitted for the performance of certain professional services; and, **WHEREAS**, SHOW OFF DANCE, LLC desires to enter into an agreement with Dance Instructor for the performance of these professional services. **NOW, THEREFORE**, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SHOW OFF DANCE, LLC and Dance Instructor agree as follows:

**1. Scope of Services.**

Dance Instructor agrees to supply SHOW OFF DANCE CENTER with the following professional services (the "Services"): Instruct weekly dance classes and private lesson(s) in appropriate and accurate style, provide quality and professional instruction, open and close studio accordingly, subbing classes optional

**2. Term.**

Dance Instructor shall commence providing the Services on February 6, 2023

**3. Payment.**

In consideration of the Services provided pursuant to this Agreement, SHOW OFF DANCE, LLC shall pay Dance Instructor a fee of \$45hr Dollars per hour per group class, \$50hr per private lesson. Payment of compensation in this Agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation, appropriation or availability of funds to SHOW OFF DANCE, LLC, for the purpose set forth in this Agreement. The parties agree that in the event SHOW OFF DANCE, LLC, or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total operations that available funding for the payment of the costs for this Agreement is insufficient to continue, it may choose to terminate this Agreement by giving Dance Instructor written notice of said termination, and this Agreement shall terminate immediately without any further liability to SHOW OFF DANCE, LLC.

**4. Dance Instructor's Obligations.**

a. **Care Of Property.** Dance Instructor shall be responsible for the proper care of any property furnished by SHOW OFF DANCE, LLC to Dance Instructor for use in connection with the provision of Services and Dance Instructor shall reimburse SHOW OFF DANCE, LLC for loss or damage to any such property

b. **Subcontracting, Assignment, And Transfer Prohibited.** Due to Dance Instructor's unique abilities, this Agreement is for personal services and Dance Instructor shall not subcontract, assign, or transfer any interest in this Agreement without prior written approval of SHOW OFF DANCE, LLC. Upon Dance Instructor's request and following prior written approval by SHOW OFF DANCE, LLC may:

i. Forward Dance Instructor's payment directly to any person or entity designated by Dance Instructor.

ii. Include any person or entity designated by Dance Instructor as joint payee on Dance Instructor's payment.

iii. Arrange for **substitute** Dance Instructor for individual instances where Dance Instructor is unavailable to perform duties. Substitute instructor must be of parallel skill and professionalism. Substitute must be approved prior to engaging in any service or duty, by a supervisor or program director as certain criteria, requirements or other forms must be met and or submitted before Substitute can perform duties or be onsite.

In no event shall such approval and action obligate SHOW OFF DANCE, LLC to anyone other than Dance Instructor. Dance Instructor shall remain responsible for all obligations under this Agreement.

c. **Communication.** Dance Instructor to engage with Show Off Dance, LLC director(s) and its supervisors, employers, clients or any other authority or delegate with utmost professionalism and timeliness. Dance Instructor agrees to reply as soon as possible to confirm receipt of any message email or other notification or update. Excessive delays in replies, more than 24hr, may be subject to discipline including forfeiting scheduled services, duties or obligations and or termination.

d. **Supervision.** Dance Instructor to not leave any minor student or client unsupervised for any amount of time. Dance Instructor to remain in presence with students or minor clients to supervise until students or participants are able to be picked up or received by a parent or legal guardian. Dance Instructor is responsible to communicate with director, supervisor and or parent or legal guardian of the unaccompanied minor during such instance. Dance Instructor to only ever release minor to parent or legal guardian unless otherwise communicated by parent, legal guardian or director. It is duty of Dance Instructor to confirm.

e. **Dress Code.** Dance Instructor must always wear Show Off Dance LLC uniform / attire, or all black when conducting Service, performance or any business related to the company. Dance Instructor and all staff and representatives of Show Off Dance, LLC, encouraged to always look presentable and admirable as a professional. Dress to impress.

**5. Compliance With Applicable Law.**

Dance Instructor shall comply with all federal, state, and local laws, ordinances, codes, rules, regulations, and licensing requirements applicable to the conduct of its business and the provision of the Services.

**6. Termination.**

- a. SHOW OFF DANCE, LLC may terminate this Agreement at any time by providing (2) weeks written notice to Dance Instructor.
- b. If Dance Instructor shall fail to provide the Services or fulfill their obligations in a timely and proper manner under this Agreement for any reason, SHOW OFF DANCE, LLC shall have the right to terminate this Agreement with written notice to Dance Instructor and termination shall be effective upon receipt. Dance Instructor shall cease performance and communications with clients immediately upon receipt of this Agreement with written notice to Dance Instructor and termination shall be effective upon receipt. In the event of early termination, Dance Instructor shall be entitled to receive just and equitable compensation only for costs incurred prior to receipt of notice of termination and for the satisfactory Services provided as of the date of termination and delivered to SHOW OFF DANCE, LLC. Dance Instructor shall be responsible to SHOW OFF DANCE, LLC for damages sustained as a result of Dance Instructor's breach of this Agreement, and SHOW OFF DANCE, LLC may withhold any payment due to Dance Instructor for the purpose of setoff until such time as SHOW OFF DANCE, LLC can determine the exact amount of damages due a result of Dance Instructor's breach.
- c. In the event of early termination, Dance Instructor shall be entitled to receive just and equitable compensation only for costs incurred prior to receipt of notice of termination and for the satisfactory Services provided as of the date of termination and delivered to SHOW OFF DANCE, LLC. Dance Instructor shall be responsible to SHOW OFF DANCE, LLC for damages sustained as a result of Dance Instructor's breach of this Agreement, and SHOW OFF DANCE, LLC may withhold any payment due to Dance Instructor for the purpose of setoff until such time as SHOW OFF DANCE, LLC can determine the exact amount of damages due a result of Dance Instructor's breach.
- d. Upon termination, Dance Instructor agrees to cease advertisements/ promotions or any communications and or engagements in association with SHOW OFF DANCE, LLC, the studio and or its students, and clients as it relates to former employment.
- e. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the expiration or termination date of this Agreement unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitations. In the event of early termination by, Dance Instructor, Dance Instructor is required to fill all role(s) and duties, of the agreed upon Service, by coordinating and confirming proper substitutes whose skillset and professional attributes are equivalent to Dance Instructor. If Dance Instructor does not provide adequate substitute for coverage of duties and agreed upon Services, SHOW OFF DANCE, LLC reserves the right to charge an early termination fee (equivalent to cost of Dance Instructor's absence). If the Dance Instructor provides two weeks notice to SHOW OFF DANCE, LLC, the early termination fee will be dismissed.

#### **7. Indemnification.**

Dance Instructor shall indemnify, defend, and hold harmless SHOW OFF DANCE, LLC, its Trustees, officers, agents, and employees, from liability of any kind, including all claims and losses for injuries to persons or damage to property accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Dance Instructor in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.

#### **8. Intellectual Property and Copyright.**

- a. All intellectual property, including but not limited to, patentable inventions, patentable plants, novel plant varieties, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered by Dance Instructor in performance of this Agreement shall be the property of SHOW OFF DANCE, LLC.
- b. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of Dance Instructor's provision of Services shall vest in SHOW OFF DANCE, LLC. Works of authorship and contributions to works of authorship created by Dance Instructor in connection with its provision of Services are hereby agreed to be "works made for hire."
- c. Dance Instructor warrants that its Services do not infringe the copyright of others and agrees to release, discharge and hold harmless SHOW OFF DANCE, LLC, its employees and agents, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, in law or equity, based upon or arising out of the Services or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement.

#### **9. Independent Contractor & Insurance**

- a. Dance Instructor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in connection with its provision of the Services. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Dance Instructor and SHOW OFF DANCE, LLC. Dance Instructor represents that it has, or will secure at its own expense, all personnel required in performing the Services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with SHOW OFF DANCE, LLC.
- b. Dance Instructor, as Independent Contractor, must show proof of and maintain up-to-date Liability Insurance and hold SHOW OFF DANCE, LLC harmless for any accident, injury, death or expense as a result of performing Services.

#### **10. Certification Requirements.**

All Show Off Dance, LLC Dance Instructors and Independent Contractor staff or employees may be required to complete and maintain First Aid and CPR certifications, and or Finger Printing and Background Checks upon request. Some contracted program sites may require certifications prior to engaging in any activities, classes, events or performing any services onsite. Failure to obtain such certifications or requirements in timely matter may result in termination from position or site. Show Off Dance, LLC to reimburse Dance Instructor for fees related to required certifications upon approval via written request.

#### **11. Liability Waiver & Consent**

Dance Instructor agrees to hold harmless SHOW OFF DANCE, LLC, studio / facility and instructors, including but not limited to: all representatives, all staff personnel and any administrators and or the school, site, studio or facility

for any injury, illness and or death sustained by Dance Instructor during the course of any event or activity. Dance Instructor further releases SHOW OFF DANCE, LLC from any medical and legal costs which may arise due to injury, illness and or death sustained by participant during the course of any event or activity. In order that Dance Instructor may receive the necessary medical treatment in the event of any injury or illness, Dance Instructor hereby agrees to any such medical treatment and hold SHOW OFF DANCE, LLC and it's representatives harmless in the exercise of this authority. Dance Instructor acknowledges and understands that Dance Instructor may sustain serious physical injury, illness or death and agree to participation.

#### **12. Photo Release**

Dance Instructor hereby grants SHOW OFF DANCE, LLC the irrevocable right and unrestricted permission to use and publish photographs and or video images of participant, or in which participant may be included, for any purpose authorized by SHOW OFF DANCE, LLC within appropriate usage of, but not limited to: web site / internet usage, social media, editorial publications, catalog and advertising, primarily promotional usage. This includes the right to modify and retouch images in the discretion of Show Off Dance. Dance Instructor understands that the circulation of such materials could be worldwide and that there will be no compensation to me for this use. Furthermore, Dance Instructor understands that they will not be given the opportunity to inspect nor approve said images or the finished products of any printed / published materials that may be used in connection therewith. In granting this permission to SHOW OFF DANCE, LLC and it's representatives, I am fully and without limitation releasing it from any liability that may arise from the use of said images. SHOW OFF DANCE, LLC will always use utmost discretion regarding printed and published materials to represent Dance Instructor to their liking and proper image. All of the above said releases effective upon and the duration of Agreement and post termination.

#### **13. Non-Compete.**

During the course of this Agreement and post termination, Dance Instructor agrees not to engage in any competitive activity with respect to SHOW OFF DANCE, LLC. Dance Instructor may not promote, non SHOW OFF DANCE, LLC related classes or events, or communicate in regards to work or other professional opportunities with clients or customers in association with SHOW OFF DANCE, LLC without written consent. Doing so will result in immediate termination. Dance Instructor agrees that post termination, Dance Instructor may not offer Service within 5-miles of the SHOW OFF DANCE, LLC location/property for up to 1-year post termination.

#### **14. Non-Disclosure.**

a. Dance Instructor, will have access to SHOW OFF DANCE, LLC customers and to the confidential and valuable business information of the company, together with its affiliates and subsidiaries, and any subsidiaries or affiliates which hereafter may be formed or acquired. Dance Instructor agrees to the following terms and conditions, which shall apply to and in relation to any and all services for, with, pertaining to or in relation to any and all SHOW OFF DANCE, LLC services, persons, events, clients, business, and or other matters regarding the company, business, information, employees and or representatives. Both parties shall keep strictly confidential and shall not disclose, or cause or permit to be disclosed, to any person or entity, (i) any personal or sensitive information about any assets or equity securities, any personal information of any employees, owners, representatives and or students and or families of SHOW OFF DANCE, LLC. Furthermore, Dance Instructor agrees to keep confidential any and all financial matters, including, but not limited to: SHOW OFF DANCE, LLC pay rates, reimbursements, client fees, discounts and any transactions and or business expenses.

b. Confidential Information remains strictly confidential and is not disclosed to or seen, used or obtained by any person or entity except in accordance with the terms of this Agreement. Both parties agree not to contact any employees, Independent Contractors, customers, or suppliers of the other party or its affiliates with respect to the business or for the purpose of obtaining information without the other party's prior written consent. In the event that either party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process or by any law, rule or regulation of any governmental agency or regulatory authority) to disclose any of the Confidential Information, such party shall provide the other party with prompt written notice of any such request or requirement so that such other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver, and if one party is nonetheless, legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.

#### **15. Social Media Policies.**

During the course of this Agreement and post termination, Dance Instructor shall be aware and considerate of their public and social media posts, persona and presence, remember they are a by public funds and the public holds them to a high standard of professionalism. Show Off Dance, LLC has an overriding interest and expectation in deciding what is "spoken" on behalf of the company. "Social Media" refers to the use of websites such as, but not limited to, Facebook, Myspace, Twitter, Flickr, LinkedIn, Instagram. For purposes of this policy, Blogs and other internet forums of shall also be covered. Nothing in this policy is meant to prohibit access to any social media website or Blog which may be work-related. This policy is not meant to infringe on one's right to free speech, rights under R.C. 4117, or any other protected activity. All staff will be subject to and held accountable for any conduct outlined in Social Media Policy. This policy works in conjunction with other related personnel policies and procedures. Policies are herein as follows:

- a. Dance Instructor must be conducting appropriate behaviors whenever posting photo or video while wearing any Show Off Dance, LLC uniform (or other similar attire, which could be misidentified as the official uniform)
- b. Dance Instructor is expected to always tag @ShowOffDance when posting any content related to work performed in relation to Show Off Dance, LLC or while on studio or school site property.
- c. Dance Instructor may not:
  - i. Post pictures, videos, or comments that are insubordinate with respect to Show Off Dance LLC mottos, mission and or character;
  - ii. Post pictures, videos, or comments that constitute or could be construed as unlawful behavior;
  - iii. Knowingly or recklessly posting false information about Show Off Dance, LLC and its supervisors, coworkers, students, guest instructors or other staff or persons in association with the company. This also includes disparagement of a fictitious character or computer-generated likeness that resembles the above.
  - iv. Post, transmit, or disseminate any pictures or videos of official training, activities, work-related assignments, or statements about or naming clients without the express permission of a supervisor.
  - v. Post pictures, videos, or comments that are sexual, obscene, violent, offensive, harassing, or pornographic in nature. All Show Off Dance, LLC Dance Instructors and representatives must maintain a tasteful and respectable public image in consideration of working with minors.
- d. Dance Instructor shall not imply they are speaking on behalf of the company, unless authorized to do so. Should a staff speak on matters of employment, the Dance Instructor shall include a disclaimer.
- e. Confidential Information – Dance Instructor and any and all staff or hired persons shall not disclose any work-related confidential or proprietary information on any social media website, Blog, or other internet forum of communication.
- f. Any deviation from the above policy shall be approved by Show Off Dance, LLC in writing.
- g. Any violation of any part of this policy may be subject to discipline up to and including termination.
- h. Any questions regarding the policy should be directed to the employee’s immediate supervisor.

**16. Force Majeure.**

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**17. Entire Agreement.**

This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.

**18. Governing Law.**

This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California.

**Being of sound mind and reason, the parties hereby agree to this contract contently and in full.**

**Dance Instructor Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SHOW OFF DANCE, LLC Representative**

**Owner Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

