

Yoga East Independent Contractor Agreement - 2017

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

1. Yoga East is a federally tax-exempt non-profit corporation organized for educational purposes and 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 teachers, studio staff, employees, volunteers, or employees of other companies present in our studios for work-related reasons is not permitted and will not be tolerated. Any incident, suspected incident, or accusation of harassment must be reported to Yoga East immediately.

2. The Instructor is an independent contractor and not an employee of Yoga East, and you are solely responsible for registration with local, state and federal agencies for tax purposes. Yoga East does not withhold or pay any local, state or federal taxes on your behalf. At the end of the year Yoga East 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 must maintain your own workers' compensation, disability and liability insurance, including insurance on your vehicle.

A. You shall have and maintain a professional liability insurance policy during the term of this agreement. Proof of insurance coverage (ACORD certificate) shall be provided to Yoga East prior to commencement of your classes. You must name Yoga East, Inc. as an additional insured on your policy.

B. You shall maintain a workers compensation policy during the term of this agreement and provide proof of insurance OR fill out and submit the KEMI questionnaire (attached).

C. You understand and agree that Yoga East is not liable for injury, death, loss or damage to your person, your props, equipment, automobile or personal property. Some of the studios or locations may have props or equipment which you agree to use at your own risk. Yoga East does not warrant the condition and safety of the props and equipment.

4. 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 Yoga East prior to commencement of classes and at time of renewal. .

5. The Instructor shall exercise reasonable care for the safety, security and protection of Yoga East clients, teachers, 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 Yoga East facilities and to exercise reasonable care in the use and maintenance of Yoga East 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 Yoga East, its clients, instructors and staff which suffers theft, loss or damage due to your 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, 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 Yoga East, Inc., and its officers, directors, employees and agents 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 Yoga East without the prior written consent of Yoga East. In the course of its business of providing instruction in yoga, fitness, wellness, meditation, and exercise, Yoga East has developed proprietary or confidential information and materials, whether or not owned or developed by Yoga East, which is not generally known other than by Yoga East, and which the Instructor may obtain through any direct or indirect contact with Yoga East. The Confidential and Proprietary Information has been developed or obtained by Yoga East by the investment of significant time, effort and expense, and the Confidential and Proprietary Information is a valuable, special and unique asset of Yoga East which provides Yoga East 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. www.yogaeast.org 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, Yoga East 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 Yoga East may pursue other remedies, including a claim for losses and damages.

2. Upon the written request of Yoga East, the Instructor shall return to Yoga East all written materials containing the Confidential and Proprietary Information. The Instructor shall also deliver to Yoga East 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 Yoga East permission to record, reproduce and display your likeness. By signing this agreement the Instructor acknowledges that during the course of this contract Yoga East might record you or classes or workshops you attend or teach, and you grant Yoga East 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 Yoga East and its respective officers, directors, employees 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 Yoga East will terminate for misconduct on your part. Misconduct is defined to include:

- A. Unreliability, such as repeatedly needing subs 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 Yoga East clients to attend yoga, fitness, meditation or wellness classes at other yoga studios or facilities;
- G. Violations of the Yoga East Policy and Procedures and the California Yoga Teachers Association Code of Professional Standards, the ethical code

recognized and adopted by Yoga East and incorporated herein by reference.

11. Your pay rate is the Regular Teacher Rate 8 as shown in Mindbodyonline (MBO).

Notify the office immediately of any discrepancies between your contract pay rate and what is shown in MBO. Access to Yoga East's MBO site is granted during the term of this contract. Teachers are responsible for maintaining current profile information in MBO.

12. This agreement is governed by the laws of the State of Kentucky.

Address for all notices:

Yoga East, Inc., 1125 E. Kentucky Street, Louisville, KY 40204

13. 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:

[Yoga East Policy and Procedures](#)

[California Yoga Teachers Association Code of Professional Standards](#)

Download documents from: www.yogaeast.org/teacher

Signed: _____

Dated: _____

I HAVE READ THIS AGREEMENT AND AGREE TO ITS PROVISIONS.