

Employment Agreement with Tattoo Artist as an Independent Contractor

Agreement made on the ____ day of _____, 20____, between _____ (*Artist*) of _____ (*street address, city, county, state, zip code*), referred to herein as *Artist*, and _____ (*Company*), a corporation organized and existing under the laws of the state of _____, with its principal office located at _____ (*street address, city, county, state, zip code*), referred to herein as *Company*.

Whereas, *Artist* is a Tattoo Artist and is looking for locations where he can service clients; and

Whereas, *Company* has a shop where tattoos are created for customers; and

Whereas, *Company* desires to hire *Artist* to create tattoos at *Company*'s shop;

Now, therefore, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Company* agrees to employ *Artist* as an independent contractor beginning _____ (*date*) and continuing until termination in accordance with **Section 5**. *Artist* accepts employment with *Company* on the terms and conditions set forth in this Agreement, and agrees to act as an independent contractor to create tattoos for customers at *Company*'s shop located at _____ (*street address, city, county, state, zip code*).

2. In consideration of all services to be rendered by *Artist* for the benefit of *Company*, *Company* shall pay to *Artist* a commission of _____% of income charged and collected by *Artist* for creating tattoos for customers at *Company*'s Shop. Commissions will be paid on the _____ (*e.g., first day of each month*). All compensation shall be paid to *Artist* without deductions for taxes or other withholding, and *Artist* shall be responsible for all taxes as set forth in **Paragraph 3** below.

3. *Artist* agrees that he is not an employee of *Company* for any purpose whatsoever, including unemployment tax, social security contributions, income tax withholding or workers compensation, whether state or federal. *Artist* agrees to pay and be solely responsible for all applicable taxes, both state and federal, in connection with amount paid by *Company* to *Artist*. As an independent contractor *Artist* is not eligible to participate in any of the *Company*'s fringe benefit programs.

4. *Artist* shall pay all of his own expenses in connection with this Agreement. The only obligation of *Company* is to pay the applicable commission specified in this Agreement. This Agreement shall become effective on the date stated above, and shall remain in effect for a period of _____ (*e.g., number of weeks, months, or years*) unless terminated for breach or as provided in this Agreement.

5. This Agreement may be terminated by mutual agreement of *Company* and *Artist* or by written notice of either of the parties to the other party of an intention to terminate the Agreement. Any such written notice shall serve automatically to terminate this Agreement _____ (*number*) days after the date such notice is sent to the other party via certified or registered mail.

6. *Artist* agrees to indemnify and hold harmless *Company*, its agents and employees, from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of performance of the obligations of *Artist* under this Agreement that are caused in whole or in part by *Artist's* negligent act or omission.

7. Assignment of Contract

Neither of the parties may assign this Agreement or any rights under the Agreement without the prior written consent of the other party.

8. Governing Law

The parties agree that this agreement shall be governed by and construed pursuant to the laws of _____ (*state*).

9. Entire Agreement

This Agreement is the complete and exclusive statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous written and oral agreements and communications between the parties relating to the subject matter of this Agreement.

10. Amendment

The parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the parties.

11. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

WITNESS our signatures as of the day and date first above stated.

COMPANY

OWNER

By _____

(Name and Office in Corporation)