

INDEPENDENT CONTRACTOR AGREEMENT FOR MUSIC TEACHER

This Independent Contractor Agreement ("Agreement") is made between (Referred to as "the Teacher or Substitute Teacher") and Plymouth School of Music, LLC (referred to as "The Music School"). Plymouth School of Music desires to retain the teaching of _____ (instrument) lessons for the period starting on this date _____ and ending on (6 months from current date) _____. Either Plymouth School of Music, LLC or the Teacher may terminate this Agreement at any time for any reason.

1. Responsibilities of Plymouth School of Music.

Plymouth School of Music will provide the location for the teaching of music lessons. The Music School will be responsible for attracting and scheduling student lessons as well as setting and collecting fees from the students.

2. Duties of Teacher or Substitute Teacher

The Teacher or Substitute Teacher will provide thirty (30) minute or One Hour lessons to students at the Music School located at 724 North Sheldon Road, Plymouth MI. The Teacher agrees to provide the Music School with a list of days and specific hours the Teacher is available to teach.

3. Instruments for Instruction

The Teacher shall furnish his/her own instrument(s) as well as other equipment necessary to teach students. the Music School shall not be obligated to reimburse Teacher for any expenses including, but not limited to, repair of instruments, re-stringing, etc.

4. Other Engagements

Teacher shall be entitled to make Teacher's services available to the general public and to have other teaching engagements or employment during the term of this Agreement so long as such other services, employment, or engagement do not interfere or conflict with Teacher's Performance, Punctuality, or Scheduling of Teacher's duties under this Agreement.

5. Compensation

The Teacher agrees to a payment of \$ _____ per thirty (30) minute lesson to students. The Music School cannot guarantee a minimum income, hours, or number of students scheduled for lessons with the Teacher. The Teacher shall not receive any payment for time gaps in his/her schedule. Pay increases / Resigning of contract depends on Performance and Student Retention.

6. Independent Contractor

The Music School and Teacher mutually understand and agree that Teacher shall be and at alltimes shall act and perform as an independent contractor with authority and right to direct and control all details of the work, with Plymouth School of Music being interested only in the results obtained. It is the understanding and intention of the parties hereto that no relationship of master and servant, principle, or agent shall exist between Plymouth School of Music and the Teacher, whether by "borrowed servant" or any other legal theory.

7. Enrolled Students at Plymouth School of Music

It is understood between the parties hearto that Students acquired and provided to said Teacher by Plymouth School of Music ,LLC's marketing efforts are Valuable Assets. It is agreed by the parties that Teacher or Sub Teacher will not solicit service of private instruction to enrolled students while under contract, nor will compete with Plymouth School of Music ,LLC for a period of one year as to their students. Doing so would cause financial hardship and said Teacher or Sub Teacher would indemnify Plymouth School of Music ,LLC for loss.

8. Tax Responsibility As a result, the Music School shall issue to Teacher an IRS Form 1099 (and not an IRS Form W-2) for amounts paid to Teacher by the Music School. No joint venture, partnership, employment, agency, or other such relationship is intended, accomplished, or embodied by this Agreement. This Agreement does not entitle Teacher to any medical coverage, life insurance, or retirement savings plans, and/or any other benefits provided. As an independent contractor, Teacher shall be responsible for, and shall indemnify the Music School and hold the Music School harmless with respect to, the payment or withholdings of all applicable federal, state, and local taxes, and any payments or withholdings related to unemployment compensation, wage and hour requirements, FICA, FUTA, or other amounts arising in connection with commissions or other amounts paid to Teacher by, the Music School pursuant to this Agreement, if any, or otherwise in connection with the working relationship between Teacher and the Music School. In the event that the Internal Revenue Service, the Texas Department of Revenue, or any other federal or state agency shall succeed in reclassifying this relationship between the Music School and Teacher as one of employer/employee, Teacher agrees that, to the fullest extent allowed by law, the Music School shall be entitled to claim an offset for any payment of self-employment tax, income tax, or other federal or state tax payment made by Teacher during the relevant tax year against any liability for income tax withholding, FICA, FUTA, or any other federal or state tax liability (including penalties and interest) assessed against the Music School as a result of the reclassification.

Teacher further agrees to provide the School of Music with any records or documents that may be required by the Internal Revenue Service, the Michigan Department of Revenue, or any other federal or state agency to entitle the School of Music to such an offset. "Offset" for purposes of this Agreement shall include, but not be limited to, any credits allowable under Section 3402(d) of the Internal Revenue Code of 1986 (as amended from time to time) for any tax paid by Teacher, any correction allowable under Section 6521 of the Internal Revenue Code of 1986 (as amended from time to time) for any employment taxes paid by the Music School during the relevant tax year(s), or any claim for refund of any tax paid during the relevant tax year(s) that may arise to the benefit of Teacher as a result of the aforementioned reclassification. Teacher also agrees to reimburse the Music School for any self-employment tax, income tax, or other federal or state tax payment or other amounts owed by Teacher consistent with Teacher's status as an independent contractor, but not paid by Teacher during the relevant tax year(s), which, if paid, would have resulted in an offset under this paragraph.

Date _____

(Print Name) Contract Teacher

Signature

(Academy Directors Signature)

Jeff Davis – Director / plymouth School of Music, LLC