

# KALEIDOSCOPE AGREEMENT

## Masseuse, Yogi, Esthetician

This is an agreement between \_\_\_\_\_ (hereinafter the “Performer”; this should be legal name of the person or company all checks will be payable to) and Marissa Blaszkowski dba Kaleidoscope Design (hereinafter “Kaleidoscope”). If the Performer consists of more than one person their obligations shall be joint and several and Kaleidoscope may rely on the actions or statements of any one as binding on all. The Performer and Kaleidoscope agree as follows:

### Summary

Kaleidoscope is contracted by private families, small businesses, non-profits and other organizations (hereinafter the “client”) to provide entertainers for any number of events. The Performer is being contracted by Kaleidoscope to entertain as an entertainer at various events.

The performer must be a licensed and insured masseuse, yoga instructor, esthetician, or other service provider. The Performer and Kaleidoscope will be in compliance with federal laws regarding reporting of contract labor, filing W9 forms, paying taxes, etc.

The Performer will go to events and perform duties specified by the paying client. The performer must provide all of their own supplies.

In the event that the performer leaves Kaleidoscope, they may not work for any of Kaleidoscope’s clients and agents for two years.

### 1. Duties

When Kaleidoscope is contacted by a Client to provide a Performer for an event, Kaleidoscope will inform the Performer of the event’s date, time, location, and details.

It is the Performer’s job to provide their services as a representative for Kaleidoscope to the client’s specifications. Almost all services are provided at live events. Packages include but are not limited to:

- Massages
- Yoga classes

- Mini Facials
- Aromatherapy

Performers will additionally be responsible for:

- Up-to-date license in any state they are providing services in
- Up-to-date insurance in any state they are providing services in
- Maintain sanitary practices in compliance with state and federal laws, as well as industry best-practices
- Communication about their schedule with Kaleidoscope
- Communication about all events they are performing at with Kaleidoscope
- Notifying Kaleidoscope on any changes to their license, insurance, or legal requirements in their field.

## **2. Changes in licenses, insurance, or state laws**

The Performer must be in compliance with all state and federal laws in regards to their license, insurance, and ability to work safely. The Performer must notify Kaleidoscope to any changes to their license, insurance, or legal requirements in their field.

Any performer who is found not being licensed, insured, or otherwise qualified will have their contract terminated immediately. Kaleidoscope may take legal action against the performer.

*I am a licensed and insured professional that is in compliance with all state and federal safety regulations.*

Signed \_\_\_\_\_ Date \_\_\_\_\_

## **3. Independent Contractor**

The Performer is not an employee of Kaleidoscope; because of previous or current work, the Performer is designated as a contractor. The Performer may choose to end their contract at any time. The Performer is responsible for reporting all income to the IRS via

Form 1099 and paying all taxes expected. The Performer must fill out a W9 form with Kaleidoscope before receiving any payments.

The Performer may take off as much or as little time as they would like by notifying Kaleidoscope. Although the Performer may choose to take off as much time as they want because they are a 1099 contractor, Performers with more flexible schedules will be assigned to more events.

Performers will be contracted with Kaleidoscope on an event-by-event basis, but unless Kaleidoscope or the Performer chooses to end their relationship, the performer will be contacted as Kaleidoscope is contracted for events.

#### **4. Payment**

Payments must be legally made to the Performer within 30 days of fulfilling all duties of an event, including turning in remaining balance from the client. The Performer may not be paid if the Client has an outstanding balance after the event or the balance is not turned into Kaleidoscope by the Performer.

The Performer will be paid via check sent in the mail.

#### **5. Lending of Supplies**

The Performer is expected to provide all of their own supplies. Some exceptions may be made.

If any excessive damage occurs to any supplies rented from Kaleidoscope, the Performer may have to pay to replace the items.

If any supplies on-site are not clean and sanitary, the Performer may have their contract terminated.

#### **6. Behavior On-Site**

Kaleidoscope's clients engage both Kaleidoscope and the Performer with certain expectations, as laid out by Kaleidoscope's website.

Before an event, the performer must abide by the following:

- Performers may not be drunk, high, or hung over at an event

- Performers are expected to keep their supplies and equipment in working order and sanitary.
- Any changes to supplies or package details must be communicated to Kaleidoscope.

While on-site at any event, the performer must abide by the following:

- Arrive 15 minutes early to private home, 30 minutes early to larger events
- Arrive 45min early to college campus events
- If the contract specifies a different set-up time, arrive by that set up time.
- The performer is expected to dress like a professional massage therapist, yoga instructor, or esthetician. If the client requests specific dress, the client's request will be communicated to the performer.
- Bandanas, jewelry, tattoos, piercings, and other accessories may be worn unless specified by the costume or client. Performers are asked to use discretion and look professional at all times.
- The performer may except food or non-alcoholic drinks on site, but must take care of any lines or waiting guests before eating. No alcoholic drinks or drugs may be accepted, even if the client insists.
- The performer is not to bring anyone else to an event unless they have signed a contract with Kaleidoscope or is requested by the client under any circumstances.
- If the performer needs an assistant, they must inform Kaleidoscope at the time of being contracted for an event.
- The performer must not stop entertaining to clean up until the specified time. For example, if the performer is scheduled from 2-4pm, the performer would arrive at 1:45pm, begin at 2:00pm, end at 4:00pm, and not begin packing up until 4:01pm.

## **7. Liability / Insurance**

Kaleidoscope is insured for up to \$2,000,000.00 and requires the performer to carry a minimum of \$1,000,000.00 of insurance for their work.

Kaleidoscope is not responsible for worker's compensation, property damage, litigation, or other liability for the performer. The performer's contract will be terminated immediately if they are found uninsured.

## **8. Non-Compete**

If this contract is terminated by either Kaleidoscope or the Performer, the Performer may not work for any client contracted by Kaleidoscope for up to two (2) years after terminating their relationship with Kaleidoscope.

While contracted by Kaleidoscope at an event, the Performer may not hand out business cards or promotional materials for themselves; other agencies; or volunteer work. The only business cards or promotional material which may be handed out at an event site must be for Kaleidoscope or the client contracting Kaleidoscope.

If the performer is found to be in violation with the non-compete clause, legal action will be taken against the performer. The performer's contract will be terminated immediately.

Handing out business cards or promotional materials for any other organization will result in the immediate termination of the performer's contract. Legal action may be taken against the performer.

## **9. Force Majeure / Cancellations**

Both parties agree that if either Kaleidoscope or the Performer is unable to fulfill its obligations due to any cause beyond its reasonable control (not including financial difficulties), including such things as damage to or destruction of the performance hall, severe weather rendering the performance(s) impossible, or verified serious illness of the personnel affiliated with the Performer rendering the services impossible, then any service(s) which cannot be conducted because of those circumstances need not be performed and neither party will be held liable for any damages as a result of that failure.

If either party shall fail to perform its obligations hereunder in any material way that is not excused above, the party so failing shall be liable to the other party in damages.

If a performer cancels an event or does not show up, the performer's contract with Kaleidoscope may be terminated immediately and without warning.

## **10. Termination of Contract**

The performer is being contracted by Kaleidoscope at an event-by-event basis and may choose to stop being contracted by Kaleidoscope at any time.

Any of the following may result in an immediate termination of contract and possible legal action. These causes include but are not limited to: the use of alcohol or controlled substances at any event; any charges made against the Performer of child abuse;

performing for another agency or the Performer; handing out promotional materials for another agency or the Performer; not adhering to the Client's event specifications; not showing up to an event; not adhering to the non-compete clause.

## **11. Amendments**

Any amendment to this Agreement or any Rider attached hereto shall only be binding if in writing and signed by both Parties.

*I have read and agree to abide by the above agreement.*

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_