

# Services Contract

This is a sample services agreement between skin care therapist and a business. You may well be advised to consult an attorney to tailor a contract to your individual circumstances and the laws of your state.

This agreement dated \_\_\_\_\_, between \_\_\_\_\_ (skin care therapist) with principal address of \_\_\_\_\_ and \_\_\_\_\_ (business) with principal address of \_\_\_\_\_, sets forth that therapist is an independent contractor utilizing the facilities of business for the purpose of providing \_\_\_\_\_ (skin care services).

## Terms

Business will collect \_\_\_\_\_ percent of fees collected by therapist for services rendered to cover space rent, provision of utilities, equipment use, staff (scheduling), and other overhead.

Therapist will set fees for services rendered.

This agreement is in effect from \_\_\_\_\_ to \_\_\_\_\_. Either party may immediately terminate the agreement, given reasonable cause, as outlined below:

- A breach of ethical standards;
- Violations of the terms of this agreement; or
- Exposure by either party to liability because the other party has failed to live up to the requirements of this agreement. In addition, either party shall have the right to cancel the agreement by providing written notice to the other party at least thirty days prior to a proposed termination date.

## Therapist Will:

1. Control own hours of service within business hours of operation, but will conform to business policies, such as dress code.
2. Be responsible for all supplies, tools, clean linens needed for services.
3. Be entitled to keep all tips.
4. Provide proof of professional liability insurance in amounts of at least \$2 million per incident and \$3 million aggregate and compliance with all business licensing and regulatory requirements.
5. Provide business' payments for share of fees for services rendered by therapist during the prior month on the first business day of each month.
6. Be responsible for all local, state, and federal withholding taxes.
7. Maintain confidentiality of all client information.
8. Hold business harmless from any liability or economic loss arising from services provided under this agreement.

## Business Will:

1. Provide use of the facility (including a safe, private treatment area), its utilities and its services, including treatment space, storage area, bathrooms, general cleaning service, receptionist, scheduling, and appointment confirmation.
2. Incorporate therapist services within overall business marketing plans and promote those services.

The parties agree that any unresolved disputes about the terms or enforcement of this agreement shall be resolved through arbitration. The non-prevailing party shall be responsible for paying all arbitration costs, unless the arbitrator finds partially for both parties, in which all the parties shall each be responsible for half the costs of arbitration.

This constitutes the entire agreement between the parties and replaces any and all prior verbal or written agreements. Should any part of this agreement be considered unenforceable by a court of competent jurisdiction, the remainder of the agreement remains in force. This agreement is governed by the laws of \_\_\_\_\_ (state).

Esthetician signature \_\_\_\_\_ Date \_\_\_\_\_

Business signature \_\_\_\_\_ Date \_\_\_\_\_

Witness signature \_\_\_\_\_ Date \_\_\_\_\_