

Instructor Agreement for Stillwell's Emporium LLC

Stillwell's Emporium LLC ("Stillwell's") and **NAME** ("Instructor") agree to the following terms and conditions.

1. **Statement of Work.** Instructor will provide Stillwell's with instructional services as described:
 - a. Instructor will provide a class outline, a headshot, promotional photos, and sample/display crafts to Stillwell's within twenty-four (24) hours of signing this agreement.
 - b. Instructor will arrive at least fifteen (15) minutes prior to the scheduled start of the class.
 - c. All class attendees will be registered through Stillwell's. Instructor may not register anyone directly, but must refer that pupil to Stillwell's to ensure available space.
2. **Class(es).** Instructor will be facilitating the following:
 - a. Class Title:
 - b. Class Description:
 - c. Class Date(s) and Time(s):
 - d. Class Duration:
3. **Instructor Compensation.** Instructor is deemed an independent contractor of Stillwell's and is not an employee, agent, or partner of Stillwell's. Accordingly, the Agreement does not provide for Stillwell's paid health insurance, life insurance, or any other benefits. Instructor is not covered by Stillwell's Worker's Compensation insurance.
 - a. Instructor will be paid seventy (70) percent of the actual revenue from each class. Stillwell's will make a check available immediately after the completed class session.
 - b. Stillwell's will issue IRS Form 1099 to Instructor at the end of the applicable calendar year.
 - c. Stillwell's will not be liable to compensate Instructor in the event of class cancellation.
 - d. Stillwell's is not responsible for any expenses incurred by Instructor unless approved by Stillwell's in writing in advance.
4. **Instructor Obligations and Responsibilities.**
 - a. Instructor is responsible for providing any supplies used in the class, either by the Instructor or by class attendees, unless Instructor has clearly made it a requirement in the class description and outline that an attendee is required to bring particular supplies.
 - b. Instructor is responsible for teaching the class in a timely and professional manner.
 - c. Instructor is responsible for promoting the class through word-of-mouth and social media posts, if they have relevant social media accounts (Stillwell's is willing to provide content for these posts).
 - d. Instructor will have thirty (30) minutes before and after each class to setup or cleanup. If more time is necessary, Instructor must notify Stillwell's in advance.
5. **Stillwell's Responsibilities.**
 - a. Stillwell's shall be responsible for approving the following: Instructor-developed class content, class description, class materials including class outline, and instructional support materials used in the class.
 - b. Stillwell's is responsible for providing the venue.
 - c. Stillwell's is responsible for providing promotional (social media, in-store displays, calendar, and website entries/posts) support for the class.

- d. Stillwell's is responsible for providing the following equipment, as requested by the Instructor: **NONCONSUMABLE EQUIPMENT LIST.**
6. **Stillwell's Name and Trademarks.** "Stillwell's Trademarks" means the name "Stillwell's Emporium" or "Stillwell's DIY Studio," any abbreviation thereof or other trade name, trademark, or logo that represents Stillwell's, its products or services. Stillwell's name and trademarks are protected by Georgia, U.S., and international trademark laws and may not be used without prior written approval of Stillwell's. Instructor may use the term of Stillwell's Instructor to describe the relationship to Stillwell's. The Instructor may not describe the appointment as employee, staff instructor, or any other term that does not reflect the Instructor's status as an independent contractor.
 7. **Course and Course Materials.** All teaching materials created by the Instructor may be copyrighted by the Instructor, and will not become the property of Stillwell's. Stillwell's may reproduce and disseminate said materials to students for this specific class without additional compensation to the Instructor. Classes and curricula, including Class Title, Class Description, and Class Outline are developed by the Instructor for Stillwell's and are copyrighted by Stillwell's and may not be used elsewhere without prior written permission.
 8. **Copyright Infringement.** Instructor assumes responsibility for acquiring approval to use third party materials, and for abiding by copyright restrictions and "fair use" guidelines in order to avoid violation of the copyright of any third party. Instructor shall be responsible for any damages arising from any claims made regarding such copyright violations.
 9. **Cancelled Class.** It is detrimental to the business and reputation of both Stillwell's and the Instructor, it should always be a last resort to cancel a class.
 - i. The Instructor may elect to cancel or reschedule a class at their discretion. However, penalties may apply:
 1. If instructor notifies Stillwell's in writing of a cancellation more than thirty (30) days prior to the scheduled class, there will be no penalty.
 2. If an instructor cancels a class less than thirty (30) days, the instructor will be required to pay Stillwell's, within ten (10) days of receiving an invoice either thirty (30%) of the class price for the number of current enrollees or one-hundred dollars (\$100), whichever is greater.
 - ii. Stillwell's reserves the right to cancel any class at any time, with or without cause.
 10. **Approval.** The Agreement is contingent upon Stillwell's formal approval of the class.
 11. **Indemnification.** Instructor shall indemnify, defend, and hold Stillwell's, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of the Agreement.
 12. **Expiration and Termination.** The Agreement will expire when all services have been rendered and all amounts paid as described herein; provided, however that the Stillwell's Name and Trademarks and Copyright Infringement provisions shall survive the expiration or termination of the Agreement. The Agreement may be terminated by Stillwell's prior to the class without cause effective five (5) days after receipt of written notice to the Instructor, or immediately upon breach by either party.
 13. **Assignment.** Instructor may not assign the Agreement, or any part hereof, without the written consent of Stillwell's, which consent or refusal to consent shall be in the absolute discretion of Stillwell's and may be granted or withheld without any reason given.

14. **Severability.** In the event any portion of the Agreement is declared illegal, unenforceable, invalid, or void by a court of competent jurisdiction, such portion shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect.
15. **Integration.** The Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations, and understandings of the parties.
16. **Counterparts.** The Agreement may be executed in two or more counterparts, which may be transmitted electronically, each of which shall be deemed an original and all of which together shall constitute one document.
17. **Amendment.** The Agreement may be amended or modified only by mutual written agreement of the parties.
18. **Governing Law.** The Agreement shall be governed by and interpreted according to the laws of the State of Georgia, without regard to its conflict of laws' provisions.

Entered into on this **DAY** of **MONTH, YEAR**.

For Stillwell's:

For Instructor:

Meshell Durden
Proprietor

Date

NAME

Date

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