



OMNICHEN SOLUTIONS INC.

Arts Integrated Enrichment Program

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OSI AIEP INSTRUCTOR AGREEMENT

THIS AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 20__, by and between _____ (“Arts Integrated Enrichment Program (AIEP) Instructor”), and Omnichen Solutions, Inc. (OSI AIEP).

WITNESSETH ^[1]_[SEP] **WHEREAS**, AIEP Instructor has submitted a proposal for the performance of certain professional services; and, **WHEREAS**, OSI AIEP desires to enter into an agreement with AIEP Instructor for the performance of these professional services.

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OSI AIEP and the AIEP Instructor agree as follows:

1. Scope of Services. AIEP Instructor agrees to supply OSI AIEP with the following professional services (the “Services”):

2. Term. AIEP Instructor shall commence providing the Services on _____, and shall terminate on _____ (the “Term”).

3. Payment. In consideration of the Services provided pursuant to this Agreement, OSI AIEP shall pay the AIEP Instructor a fee of _____ dollars per hour (\$_____). Payment of compensation specified in this Agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation, appropriation or availability of funds OSI AIEP for the purpose set forth in this Agreement. The parties agree that in the event, OSI AIEP, or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total operations that available funding for the payment of the costs for this Agreement is insufficient to continue, it may choose to terminate this Agreement by giving AIEP Instructor written notice of said termination, and this Agreement shall terminate immediately without any further liability to OSI AIEP.

4. Dance Instructor's Obligations.

a. Care of Property. AIEP Instructor shall be responsible for the proper custody and care of any property furnished by OSI AIEP to AIEP Instructor for use in connection with the provision of Services, and AIEP Instructor shall reimburse OSI AIEP for loss or damage to any such property.

b. Subcontracting, Assignment, and Transfer Prohibited. Due to the AIEP Instructor's unique abilities, this Agreement is for personal services and the AIEP Instructor shall not subcontract, assign, or transfer any interest in this Agreement without prior written approval of OSI AIEP. Upon the AIEP Instructor's request and following prior written approval by the OSI AIEP may:

i. Forward AIEP Instructor's payment directly to any person or entity designated by AIEP Instructor; or,

ii. Include any person or entity designated by AIEP Instructor as joint payee on AIEP Instructor's payment.

In no event shall such approval and action obligate OSI AIEP to anyone other than AIEP Instructor. AIEP Instructor shall remain responsible for all obligations under this Agreement.

c. Compliance With Applicable Law. AIEP Instructor shall comply with all federal, state, and local laws, ordinances, codes, rules, regulations, and licensing requirements applicable to the conduct of its business and the provision of the Services.

5. Termination.

a. OSI AIEP State may terminate this Agreement at any time by providing a 30-day written notice to AIEP Instructor.

b. If AIEP Instructor shall fail to provide the Services or fulfill its obligations in a timely and proper manner under this Agreement for any reason, including the voluntary or involuntary declaration of bankruptcy, OSI AIEP shall have the right to terminate this Agreement upon written notice to AIEP Instructor and termination shall be effective upon receipt. AIEP Instructor shall cease performance immediately upon receipt of such notice.

c. In the event of early termination, AIEP Instructor shall be entitled to receive just and equitable compensation only for costs incurred prior to receipt of notice of termination and for the satisfactory Services provided as of the date of termination and delivered to OSI AIEP. AIEP Instructor shall be responsible to OSI AIEP for damages sustained as a result of AIEP Instructor's breach of this Agreement, and OSI AIEP may withhold any payment due to AIEP Instructor for the purpose of setoff until such time as OSI AIEP can determine the exact amount of damages due a result of AIEP Instructor's breach.

d. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the expiration or termination date of this Agreement unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitations.

e. An early termination fee of OSI AIEP shall be paid by the Performing Arts Instructor if the AIEP Instructor chooses to end this agreement prior to the expiration date with OSI AIEP. If the AIEP Instructor provides a two-week notice to OSI AIEP, the early termination fee will be reduced to twice calculated rate of pay or a thousand dollars, whichever may be greater.

6. Indemnification. AIEP Instructor shall indemnify, defend, and hold harmless OSI AIEP, its Trustees, officers, agents, and employees, from liability of any kind, including all claims and losses for injuries to persons or damage to property accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Performing Arts Instructor in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.

7. Intellectual Property and Copyright.

a. All intellectual property, including but not limited to, patentable inventions, patentable plants, novel plant varieties, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered by AIEP Instructor in performance of this Agreement shall be the property of OSI AIEP.

b. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of Performing Arts Instructor's provision of Services shall vest in OSI AIEP. Works of authorship and contributions to works of authorship created by Performing Arts Instructor in connection with its provision of Services are hereby agreed to be "works made for hire."

c. AIEP Instructor warrants that its Services do not infringe the copyright of others and agrees to release, discharge and hold harmless, OSI AIEP its employees and agents, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, in law or equity, based upon or arising out of the Services or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement.

8. Independent Contractor. AIEP Instructor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in connection with its provision of the Services. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between AIEP Instructor and OSI AIEP. AIEP Instructor represents that it has, or will secure at its own expense, all personnel required in performing the Services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with OSI AIEP.

9. Lost Business. Upon leave, the AIEP Instructor may not open a place of business that provides the same services, similar service, or become employed by a business that provides the same services or similar service within a 100 mile radius. If the AIEP Instructor breaks this agreement, the AIEP Instructor agrees to pay in full the amount of "lost business." ("Lost business" is defined as the number of students receiving service from the AIEP Instructor multiplied by the price of a similar service as defined by OSI AIEP; if OSI AIEP has closed the price will be the last price charged before termination). This will be in effect indefinite after this agreement.

10. Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

11. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.

12. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State in which services will be rendered.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

Being of sound mind and reason, the parties hereby agree to this contract in full.

AIEP Instructor Signature

Print Name

Date

Owner Signature

Print Name

Date

Witness Signature

Print Name

Date