Esthetician Contract Template

This **Esthetician Independent Contractor Agreement** (“***Agreement***”) is entered into on _____ by and between the parties below:

Company

_____

_____ _____

_____ _____ _____ _____

_____ _____

Esthetician

_____

_____ _____

_____ _____ _____ _____

_____ _____

The Company and Esthetician are collectively referred to as the “***Parties***.”

WHEREAS, the Company operates a salon, spa, wellness business, or other facility that provides personal-care services;

WHEREAS, the Esthetician represents that they have the qualifications, licenses, experience, and insurance necessary to provide esthetic services; and

WHEREAS, the Parties wish to establish the terms under which the Esthetician will provide services as an independent contractor.

In consideration of the mutual promises in this Agreement, the Parties agree as follows:

1. Services

The Esthetician will provide the following services at _____ or another location agreed to by the Parties: _____ .

Services may include skincare consultations, facials, hair removal, makeup services, body treatments, product recommendations, and other esthetic services within the Esthetician’s lawful scope of practice.

The Esthetician will perform all services professionally, safely, and in accordance with applicable professional standards, client-consent procedures, sanitation practices, and licensing requirements.

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2. Term

This Agreement begins on _____ and continues until terminated under the Termination clause.

The Parties may renew or revise this Agreement only through a written agreement signed by both Parties.

3. Independent Contractor Relationship

The Esthetician is an independent contractor and is not an employee, agent, partner, joint venturer, or representative of the Company.

The Esthetician controls the manner and means of performing services, subject to the Company's reasonable facility rules, client-safety standards, scheduling procedures, and applicable law. Nothing in this Agreement creates entitlement to wages, paid leave, benefits, unemployment insurance, workers' compensation coverage, retirement benefits, or other employee benefits from the Company.

The Esthetician is solely responsible for all taxes, licenses, registrations, insurance, permits, expenses, and reporting obligations arising from payments received under this Agreement.

4. Professional Qualifications and Compliance

The Esthetician represents and warrants that they:

- Hold and will maintain all licenses, certifications, registrations, and permits required to perform the services.
- Will provide copies of requested credentials to the Company before beginning services and upon renewal.
- Will comply with all applicable health, sanitation, privacy, advertising, consumer-protection, and professional-practice requirements.
- Will not perform services outside their legal scope of practice.
- Will promptly notify the Company if any license, certification, or authorization is suspended, restricted, expired, or otherwise affected.

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5. Schedule and Availability

The Esthetician will make services available according to the schedule agreed upon by the Parties. The Esthetician will provide reasonable notice when unavailable for scheduled appointments.

The Company may coordinate appointment scheduling and facility access. The Esthetician remains responsible for arriving on time, preparing for appointments, and communicating professionally with clients.

6. Compensation and Payment

The Company will compensate the Esthetician as follows:

Compensation Item	Terms
Service compensation	
Product sales compensation	
Payment frequency	
Payment method	
Payment due date	
Authorized deductions	

The Esthetician must maintain accurate records of services performed, sales completed, cancellations, refunds, and any amounts owed to the Company.

The Company may withhold payment only for documented amounts properly owed by the Esthetician under this Agreement or as required by law.

7. Facility, Equipment, and Supplies

The Company will provide the following, if applicable:

The Esthetician will provide the following:

The Esthetician will use Company property with reasonable care and will promptly report damage, loss, malfunction, or unsafe conditions. Upon termination, the Esthetician will return all Company property in their possession.

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8. Client Care and Records

The Esthetician will obtain informed client consent before providing services where consent is appropriate or required. The Esthetician will maintain accurate treatment records and protect client information from unauthorized access, use, or disclosure.

Client records, booking information, payment records, and other data maintained through Company systems remain the property of the Company, unless otherwise required by applicable law or agreed in writing.

The Esthetician may access client information only to provide authorized services and manage appointments. The Esthetician will not use client information for unrelated marketing, solicitation, or personal purposes without the Company's written consent and any required client consent.

9. Confidentiality

During and after the term of this Agreement, the Esthetician will keep confidential all non-public information belonging to the Company, including client information, pricing, service methods, business plans, financial information, marketing plans, passwords, operational procedures, and supplier information.

The Esthetician may disclose confidential information only when required by law or with the Company's written permission.

10. Client Complaints, Cancellations, and Refunds

The Esthetician will promptly notify the Company of client complaints, adverse reactions, injuries, service disputes, or refund requests relating to the Esthetician's services.

The Company will determine client refunds, credits, discounts, and other service-resolution measures after consulting with the Esthetician where practical. Any financial responsibility for refunds or corrective services will be determined based on the cause of the issue and the terms of this Agreement.

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11. Insurance and Liability

The Esthetician will maintain professional liability insurance in an amount reasonably appropriate for the services provided and will provide proof of coverage upon request.

Each Party is responsible for its own acts, omissions, employees, contractors, property, and legal obligations. The Esthetician will be responsible for losses, claims, damages, or expenses arising from the Esthetician's negligent, unlawful, unauthorized, or professionally improper acts or omissions.

Neither Party will be liable to the other for indirect, incidental, special, or consequential losses, except where liability cannot lawfully be limited.

12. Marketing and Use of Name or Image

Neither Party may use the other Party's name, logo, photographs, testimonials, service marks, or marketing materials without prior written permission.

The Esthetician may describe their professional relationship with the Company in a truthful manner but may not imply ownership of, employment by, or authority to bind the Company unless authorized in writing.

13. Non-Exclusivity

Unless stated otherwise in writing, the Esthetician may provide services to other clients and businesses, provided that doing so does not interfere with scheduled commitments, misuse Company confidential information, or create a conflict of interest with the Esthetician's obligations under this Agreement.

14. Termination

Either Party may terminate this Agreement without cause by providing _____ days' written notice to the other Party.

Either Party may terminate this Agreement immediately if the other Party materially breaches this Agreement, loses a required license or insurance coverage, engages in unlawful conduct, compromises client safety, misuses confidential information, or causes material harm to the other Party's business or reputation.

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Upon termination, the Esthetician must complete or appropriately transfer active client matters, return Company property, settle all outstanding amounts, and stop representing any ongoing relationship with the Company. The Confidentiality, Client Care and Records, Insurance and Liability, and Governing Law clauses survive termination.

15. Notices

Any notice under this Agreement must be in writing and delivered personally, by recognized courier, or by email to the contact details indicated in this Agreement.

A notice is effective when received or when delivery is refused.

16. Governing Law and Dispute Resolution

This Agreement is governed by the laws of _____, without regard to rules that would apply another jurisdiction's laws.

The Parties will first attempt in good faith to resolve any dispute through direct discussion. If the dispute is not resolved, either Party may pursue available legal remedies in the courts located in _____, unless the Parties later agree in writing to another dispute-resolution process.

17. General Provisions

This Agreement is the complete agreement between the Parties regarding its subject matter and replaces prior discussions or agreements on that subject.
Any amendment must be in writing and signed by both Parties. A waiver is effective only when in writing and applies only to the specific circumstance stated.

If any provision is found unenforceable, the remaining provisions will remain effective to the fullest extent permitted by law.

Neither Party may assign this Agreement without the other Party's written consent, except that the Company may assign it as part of a merger, sale, or transfer of substantially all relevant business assets.

This Agreement may be signed electronically and in counterparts. Each signed counterpart will be treated as an original, and together they form one agreement.

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Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to this Agreement.

Company

Name

Date

Signature

Esthetician

Name

Date

Signature

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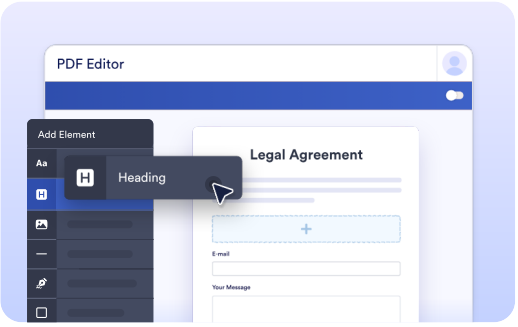
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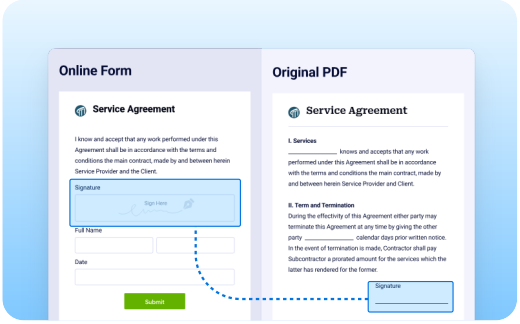
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