



# LAWS AND REGULATIONS

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# THE SERVICE

Le Salon Samara Bellezza LLC, is a beauty salon with unique, high quality services not widely available in Quebec, such as russian manicures, marble and quartz nail designs, chrome powders, lash lifts, brow laminations, semi permanent makeup and much more. My target demographic will be women between the ages of 18-70, who value services that not only beautify them, but do not damage the existing canvas or compromise their health and safety.



# LEGAL ENTERPRISE

For a salon, these two would be the  
best options:

**SOLE PROPRIETORSHIP**

**VS**

**LIMITED LIABILITY  
CORPORATION (LLC)**



# LEGAL ENTERPRISE

Sole Proprietorship would mean Le Samara Bellezza wouldn't have any juridical existence or property separate from my own personal assets, since I would essentially be self employed and all profits and losses would be directly connected to my personal finances. It is the easiest structure for a start-up but with the highest risk.



# LEGAL ENTERPRISE



I have decided to incorporate the company as a **Limited Liability Corporation, (LLC)** to limit any accountability to my own name, since many things can go wrong in the day to day operations of a salon (injuries, legal disputes, etc) . This would protect my personal assets and limit the risk of operating the salon.

# LEGAL ENTERPRISE

Le Salon Samara Belleza LLC will be a separate entity from me, the sole owner, keep assets and debts in it's own name, but can still be sued as a person.

The bank account of Le Samara Bellezza LLC will be in it's own name, and the head office address will be 9250 Rameau, Brossard, Quebec, Canada.



# LEGAL ENTERPRISE

Step 1: I plan to operate in Quebec only, so it will be more cost effective for me to **file a declaration provincially** at Registraire des Entreprises du Québec. Business corporations are constituted, in particular, under the Business Corporations Act.

Step 2: It is crucial to double check that the name “Samara Bellezza LLC” isn’t already registered and complies with the french language laws in Quebec. I will have to add a “Le” article in order to be able to use the name. As long as the name isn’t vulgar, misleading customers about what the business does and respects l’Office québécois de la langue française, I should be good to go.

Step 3: The **head office** of the nail salon would be either it’s own address (9250, Rameau, Brossard, Quebec) or my house, since it cannot be a P.O. Box.

# LEGAL ENTERPRISE

Step 4: LLCs do not require a **board of directors**, so all decisions will be made by me.

Step 5: (**Selection of shareholders**) Again, the benefits of operating as an LLC offer me the protection of most corporations, but do not become too complicated with shares and shareholder meetings. There will not be any shareholders for Le Salon Samara Bellezza LLC.

Step 6: (**Initial declaration**) An annual declaration must be submitted to keep information up to date. If there are changes to be made to the address, structure of the business, shares, etc, I will have to update the info at the Registraire des Entreprises du Québec.

# CONTRACT 1: Employment contract

1. **Work to be accomplished:** employees will have a strict protocol they will have to adhere to and a certain techniques that will be mandatory (soaking off prosthetics only, no ripping off, using highly sanitized tools, single use nail files, no metal files, etc).  
Also, under whose supervision will the work be performed (IE: “Who is my boss?” Who does the employee report to when I am not on the premises?)

## SOLE PROPRIETOR, INDEPENDENT CONTRACTOR WORKERS' COMPENSATION INDEMNITY AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is by and between 4 Seasons Management Group, LLC, as Managing Agent for \_\_\_\_\_ (Association Name) (hereinafter collectively referred to as the "Managing Agent/Association") and \_\_\_\_\_ (hereinafter referred to as the "Contractor") whose principal office is located at: \_\_\_\_\_ (collectively referred to as the "Parties").

### 1. RECITALS.

- 1.1. Contractor is an independent contractor performing work when requested by Managing Agent/Association.
  - 1.2. Contractor is a sole proprietor who has elected under C.R.S. § 8-41-401(3) not to obtain workers' compensation insurance.
  - 1.3. Managing Agent/Association requires all Contractors performing work on properties owned or managed by Managing Agent to have workers' compensation insurance and Contractor has requested a waiver of this requirement.
  - 1.4. Contractor is in the independent business/profession of \_\_\_\_\_ (type of business: pool vendor, handyman, janitorial services, etc.) and will perform the work when requested by the Managing Agent/Association.
  - 1.5. In consideration of the premises contained herein, the Parties agree as follows:
2. The Parties acknowledge and confirm it is their explicit intention to form an independent contractor relationship and not that of an employer-employee.
  3. The Managing Agent/Association understands and the Contractor hereby affirms that it is regularly engaged in the independent business/profession of \_\_\_\_\_, (type of business: \_\_\_\_\_)

# CONTRACT 1: Employment contract

**2. Object:** To ensure a safe and healthy working environment as well as a sanitary and pleasant experience to our customers, employees have to act with honor, respect and confidentiality by not giving away trade secrets (salon formulas, patented techniques, customer information).

## **Confidentiality clause 2088 CcQ**

There will be a **non-competition clause** (time, place and type of employment) that will prohibit employees from working for a competing beauty salon in the surrounding area (Territory of Brossard) for a period of one month after termination of the employment.



# CONTRACT 1: Employment contract



**3. Remuneration:** It is important for the employment contract to stipulate how earnings will be made, hourly wages VS earned commission, rent a space or based on client list (did the employee bring in new customers from his/her own contacts? These terms will be negotiated based on everyone's unique candidature.)

The employment contract protects both the salon AND the employee from client poaching, financial loss and legal disputes on both sides.

# CONTRACT 2: Service Agreement

A service agreement between the salon and the client will discharge me of certain issues and liabilities. The difference between the Employment Contract and the Service Agreement is the **element of subordination**.

See articles 2098,2099, 2100 CcQ



SECTION I  
DE LA NATURE ET DE L'ÉTENDUE DU CONTRAT

➤ **2098.** Le contrat d'entreprise ou de service est celui par lequel une personne, selon le cas l'entrepreneur ou le prestataire de services, s'engage envers une autre personne, le client, à réaliser un ouvrage matériel ou intellectuel ou à fournir un service moyennant un prix que le client s'oblige à lui payer.

1991, c. 64, a. 2098.

EN 44 art. 2098 – (4568)

**2099.** L'entrepreneur ou le prestataire de services a le libre choix des moyens d'exécution du contrat et il n'existe entre lui et le client aucun lien de subordination quant à son exécution.

1991, c. 64, a. 2099.

EN 44 art. 2099 – (776)

**2100.** L'entrepreneur et le prestataire de services sont tenus d'agir au mieux des intérêts de leur client, avec prudence et diligence. Ils sont aussi tenus, suivant la nature de l'ouvrage à réaliser ou du service à fournir, d'agir conformément aux usages et règles de leur art, et de s'assurer, le cas échéant, que l'ouvrage réalisé ou le service fourni est conforme au contrat. Lorsqu'ils sont tenus au résultat, ils ne peuvent se décharger de leur responsabilité qu'en prouvant la force majeure.

1991, c. 64, a. 2100, N.1. 2015-11-01.

# CONTRACT 2: Service Agreement

- Identify the customer and the Provider (Le Salon Samara Belleza LLC as well as the customer's name);
- Detailed description of the service provided eliminates false expectations and misunderstandings;
- Stipulates the cost of a service, such as payment schedule, since services can range from one time only to multiple sessions to achieve certain results;
- Reassure the client about confidentiality and the safety of the treatment requested and the results to be expected (based on the customer's morphology and personal traits, since not all results will be equal for everybody). It is crucial for the customer to disclose any health conditions, allergies and previous treatments in order to avoid disputes.



# INTELLECTUAL PROPERTY

The goal of both contracts previously mentioned would be to protect the trade secrets of the salon that is basically the **differentiation factor** in a highly competitive, overly saturated market.

Trade secrets in the event of a beauty procedure have to be protected to give the salon a competitive edge over the other beauty services already available.



# INTELLECTUAL PROPERTY

For a salon, registering for a patent to have exclusivity over a certain procedure would be ideal. To do so, I will need to submit a request at CIPPO, (Canadian Intellectual Property Office ) to prevent the copying of the salon's techniques and ideas. Putting a copyright in the form of a watermark on all pictures posted online helps prevent another artist from falsely using your work as their own and gives you the credit that's earned. Copyrights are effective for 50 years after the creator's death and patents last a maximum of 20 years **IF** able to register them.



**OPIC** Office de la propriété  
intellectuelle du Canada

**CIPO** Canadian Intellectual  
Property Office

# INTELLECTUAL PROPERTY

Counterfeiting is a big issue in the beauty industry, therefore I will need to remain vigilant and make sure that all the supplies incoming to the salon are of legitimate origins and of impeccable quality, since compromising these standards would be a disaster for a beauty oriented businesses reputation.



# INTELLECTUAL PROPERTY

For example, a customer paying premium price for a brand name hair treatment with patented ingredients who ends up having a cheap, fake version that destroys her hair instead could sue the salon. It is important to work with trustworthy suppliers and keep an alert eye to spot a fake product that could potentially be hazardous.. If the price seems too good to be true, it probably is, since reputable brands only distribute through renowned retailers and rarely offer big discounts.



In conclusion, the goal is to offer a safe, legal beauty service that doesn't harm customers OR the health and safety of the workers who perform them. A good service isn't cheap, and a cheap service isn't good. The key is to be well informed on the practices and regulations your business has to conform to, treat your employees with respect by offering them great working conditions and to boycott toxic and illegal practices!!!

THANK YOU!

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