

Independent contractor agreement

I. THE PARTIES.

This Independent Contractor Agreement ("Agreement") made this **date** is by and between:

Contractor: **contractor name** with a mailing address of **contractor address** Contractor"),
and Client: **client name** with a mailing address of **client address** ("Client").

In consideration of the mutual terms, conditions, and covenants hereinafter set forth,
Contractor and Client agree as follows:

II. SERVICES. The Client shall pay, and the Contractor shall provide the following services:
services

III. TERM.

The services shall begin on **start date** and end:

- ☐ When the services are complete.
- ☐ On the date of **end date**.
- ☐ Other: **description of end condition**.

The parties agree to do everything necessary to ensure that the terms in this agreement take effect. The term may be extended with written consent of both parties.

IV. TERMINATION. Either the Client or the Contractor:

- ☐ Cannot terminate this Agreement unless either party breaks its terms.
- ☐ Can terminate this Agreement, without cause, by giving the other Party **number of days** days' notice and providing their obligations up until termination.

V. COMPENSATION. In exchange for the services provided by the Contractor, the Client agrees to pay the following:

- ☐ \$ **hourly rate** / hour to be paid as indicated in the above terms.
- ☐ \$ **total sum** for the services as indicated in the above terms.
- ☐ Commission in the amount of: **total sum** to be paid as indicated in the above terms.
- ☐ - Other: **description of payment**.

VI. OTHER EXPENSES. In addition to the Contractor's compensation, the Contractor will be reimbursed for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. All expense reimbursement must be approved by the Client. The Contractor may be reimbursed for the following:

- ☐ Materials. The Contractor's materials used for providing the services.

- ☐ Travel expenses. The Contractor's travel expenses to and from the location of where the services are being provided in addition to any other needs the services require.
- ☐ Insurance. Any insurance required by the Contractor that is needed specifically for the services provided.
- ☐ Other: description of expenses.

VII. INDEMNIFICATION. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

VIII. INSURANCE REQUIRED. The Contractor is required to have liability insurance and workers' compensation insurance in accordance with industry standards and state law. The Client has the right to review such insurance policies prior to the commencement of the services.

IX. CONFIDENTIALITY. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

X. OWNERSHIP OF INTELLECTUAL PROPERTY. All intellectual property and related materia, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

XI. OTHER BUSINESS ACTIVITY. The Contractor may engage in other business activities provided, however, that Contractor shall not during the term of this Agreement solicit the Client's employees, clients, accounts, or other related business endeavors of the Client.

XII. ASSIGNMENT. Neither the Client nor the Contractor may assign this Agreement without the express written consent of the other party.

XIII. RELATIONSHIP DEFINED. Nothing in this Agreement shall indicate the Contractor is a partner, agent, or employee of the Client. The Client employs the Contractor as an independent contractor, and the Contractor hereby accepts. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other benefit for the Contractor during the Term. The Contractor is responsible for paying and complying with reporting requirements for, all local, state and federal taxes related to the Contractor under this Agreements.

XIV. OTHER AGREEMENTS. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

XV. LEGAL NOTICE. All notices or required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail – Return Receipt Requested, postage prepaid, addressed those mentioned in Section I.

XVI. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws under the state of **state of registration**.

XVII. WAIVER. The waiver by either Party of a breach, default, delay or omission of any provisions of this Agreement by the other Party will not be constructed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Contractor's Signature: _____

Date: _____

Print Name: _____

Client's Signature: _____

Date: _____

Print Name: _____