



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made on the following date: _____ by and between the following parties:

CONTRACTOR:

Name: _____
Company: _____
Address: _____
Phone Number: _____ Email: _____
(the "Contractor")

and

CLIENT:

Name: _____
Company: _____
Address: _____
Phone Number: _____ Email: _____
(the "Client").

1. Services. The Contractor will perform the following services for Client:

(the "Services").

2. Invoices & Payment. The Client will pay the Contractor as follows (choose all that apply):

\$ _____ / hour
\$ _____ flat rate
Commission: _____

Other: _____

The Contractor will provide Client with regular invoices for Services performed. Client will pay invoices within _____ days of receipt.

3. Term. This Agreement starts on the following date: _____.

This Agreement will end (choose one):

On the following date: _____

Until either party terminates this Agreement.

(the "Term").

4. Termination. Either party may terminate this Agreement at any time and for any reason provided _____ days' (if blank then 7) written notice is provided to the other party.

5. Independent Contractor Status. The Contractor is an independent contractor and not a servant, employee, joint venturer or partner of the Client. The Contractor is not eligible for employee benefits, unemployment or disability compensation or workers compensation coverage through the Client.

The Contractor will be solely responsible for the payment of all federal, state, and local income taxes, gross receipt taxes, FICA taxes and all tax returns, licenses, permits, registrations, and compliance with all other legal or regulatory requirements applicable to the conduct of business by the Contractor.

The Contractor will be responsible for the payment of any costs and expenses incurred by the Contractor in connection with the provision of the Services under this Agreement, including, but not limited to, all automobile maintenance expenses, gas, mileage, wear and tear on his/her vehicle and other related expenses.

In the performance of services required under this Agreement, the hours that Contractor is to work on any given day will be entirely within Contractor's control and Client will rely upon Contractor to put in such number of hours as is necessary to fulfill the spirit and purpose of this Agreement.

Contractor will have no authority to bind the Client by any promise or representation unless Client gives specific authorization in writing for a particular transaction.

6. Expenses. Contractor is responsible for all expenses incurred while performing the Services, including, without limitation, car, truck, and other travel expenses; vehicle maintenance and repair costs; tools, material, labor and equipment; all licenses, fees, and permits; taxes; insurance premiums; cell phone and computer expenses; meals; and all salary, expenses, and other compensation paid to Contractor's employees.

7. Licenses, Permits, & Certificates. Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws, including, without limitation, those related to drivers' licenses, work authorization, business permits, and certificates required to carry out the Services under this Agreement.

8. Taxes/Compensation. Client will not: (a) withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; (b) make state or federal unemployment compensation contributions on Contractor's behalf; (c) withhold state or federal income tax from Contractor's payments; (d) make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel; or (e) obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.

9. Fringe Benefits. Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

10. Insurance. Client will not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor will be solely responsible for obtaining any and all insurance coverage, including,



without limitation, automobile liability insurance and comprehensive or commercial general liability insurance coverage.

11. Indemnification. Contractor will defend, indemnify, and hold Client harmless from any loss or liability arising from or relating to the performance of the Services under this Agreement.

12. Assignment and Delegation. The Contractor may assign rights and delegate duties under this Agreement to other individuals or entities acting as a subcontractor (“Subcontractor”). The Contractor recognizes that Contractor will be liable for all work performed by any Subcontractor and will hold the Client harmless of any liability in connection with their performed work. The Contractor will be responsible for any confidential or proprietary information that is shared with the Subcontractor.

13. Confidential Information. During the term of this Agreement and thereafter for as long as the information remains confidential or proprietary, the Contractor will not, except as authorized by the Client, directly or indirectly use, copy, disseminate or disclose to any person, firm, or other business entity for any purpose whatsoever, any information not generally known in the industry which Contractor acquired as a consequence of his or her involvement and/or association with the Client. This includes, without limitation, information regarding products, technology, programs, design techniques, processes, customers, customer requirements, service suppliers, and related matters, and also includes information related to research, development, inventions, manufacturing, purchasing, accounting, engineering, marketing, merchandising and selling techniques.

14. Miscellaneous. This Agreement will be construed and governed in accordance with the laws located in the State of Client’s address on page 1 of this Agreement. This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement will be effective unless in writing and signed by both parties. If any provision of these terms are considered to be unlawful, void, or for any reason unenforceable, then that provision, or portion thereof, shall be deemed separate from the rest of this Agreement and will not affect the validity and enforceability of any remaining provisions, or portions of this Agreement.

15. Additional Provisions. _____

CONTRACTOR:
Company Name: _____

CLIENT:
Company Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____