

Contractor / Freelance Agreement

This Agreement is made between **CLIENT** with a principal place of business at **CLIENT ADDRESS** and **CONTRACTOR NAME** ("Contractor"), with a principal place of business at **CONTRACTOR ADDRESS**

1. Services to Be Performed

Contractor agrees to perform the following services:

- **[SERVICE/DELIVERABLE(S) TO BE PERFORMED BY CONTRACTOR]**
 - Contractor shall provide subject to the terms and conditions stated herein, and client shall accept and pay for all **CONTRACTOR services**, subscribed to by **Client** in any and all "Applications for Service" hereinafter submitted by **Client**. The **CONTRACTOR services** shall be provided pursuant to this Agreement and the rates, terms and conditions described in the respective applications for service. This Agreement incorporates by reference the terms such Applications for Service.
- **[SERVICE/DELIVERABLE(S) TO BE PERFORMED BY CONTRACTOR]** shall include but not limited to the following:

[List Deliverables or ongoing services]

1. *Example: Projects (i.e. equipment sales, project management, software sales, consultation) and maintenance service (i.e. contracted maintenance services, helpdesk, and/or facility management)/*
2. *Example: Technical Support and consultation to Client and Client's customers, whenever requested by Client including support and consultations for any questions Client or Client's customers may have, such as calls directly from Client customers upon Client's written authorization, and attendance at Client's meetings.*
3. *Example Coordination of the CONTRACTOR SERVICES with vendors, whenever requested by Client, including but not limited to communications with members and supervision of vendor's troubleshooting and supervision and coordination of vendors installation projects.*

2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates:

- Contractor hourly rate of \$X per hour
- Contractor works X hours per month/week
 - o State and Federal Taxes: Client will not withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments.
- Below is the rate for out of scope of work:
 - o Service 1
 - o Service 2
 -
- Travel time and/or stand-by hours will be charged at the same rate
- Travel, meals or other expense will be charged separately
- Contractor will invoice monthly/weekly and payments are to be received no more than X-days after invoice is issued.
- All payments will be made out to:
CONTRACTOR NAME
CONTRACTOR ADDRESS

3. Expenses

1. Client shall reimburse Contractor for the following expenses that are attributable directly to work performed under this Agreement. Contractor shall submit an itemized statement of
2. Contractor's expenses. Client shall pay Contractor within 15 days after receipt of each statement. This includes but not limited to automobile mileage deduction (using the STATE optional standard mileage rate of \$X per mile, as of YEAR), related travel or other out of pocket expenses directly related to the project.

3. Term of the Agreement

The term of this agreement is from the execution date written below to **DATE**

4. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

- Contractor has the right to perform services for others during the term of this Agreement.
- If the Contractor needs to leave through force of circumstances, Contractor shall give Client a **one week** advance notice. The termination or change of the Contractor will be executed after discussion between Client and Contractor.

5. Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

6. Applicable Law Terms

This Agreement will be governed by **STATE** law, without giving effect to conflict of laws principles. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in **CITY / COUNTY**. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in **CITY / COUNTY**. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

7. General Terms

Contractor's services and deliverables, and Client exercise of its rights to use or otherwise exploit the same, will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights or any applicable law, or regulation.

Signatures

Client: _____

Printed Name

Signature

Date

Contractor: _____

Printed Name

Signature

Date

Disclaimer and Limitation of Liability:

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