Contract Template

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WHAT'S THIS DOCUMENT?

An example contract agreement between the consultant and client, including standard clauses that protect both side and set clear expectations.

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SAMPLE CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (the "***Agreement***") is made and entered into effective [DATE] (the "***Effective Date***") by and between <your company's entity name> d/b/a <your company name>, with an office at <company address> ("***Company***"), and <client entity name> with an office at <address> ("***Client***"). Individually each will be referred to as a "***Party***" and together referred to as the "***Parties.***" The Agreement includes any Attachments and Schedules signed by the Parties that reference this Agreement.

WHEREAS, Company has skills and expertise as a business consultant; and

WHEREAS, the Client has decided to engage Company, to fulfill the Scope of Work included as "Attachment A".

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Client engages Company, and Company agrees to perform work for Client under the terms and conditions agreed to by the Parties:

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SECTION 1 – WORK TO BE PERFORMED

1.1 **Term**. The "***Term***" of the Agreement shall begin on the Effective Date and should be continued until the date specified in Attachment A; at which point the Agreement will automatically continue month-to-month, ending when the Agreement is terminated in accordance with Section 4.

1.2 **Duties**. Company agrees to provide a consultant ("***Personnel***") to perform work for the Client on the terms and conditions set forth in this Agreement. Client has the sole discretion to determine the Personnel that will perform the duties for the Company. The Personnel shall at all times be deemed to be the Company's personnel and its responsibility in law. Company's duties shall be those included on Attachment A. Company further agrees that in all aspects of such work, Company shall comply with the policies, standards, and regulations of the Client, which are communicated to Company, including the Supplier Code of Conduct (a current copy of which is located <enter code of conduct, if applicable>) and shall perform the duties assigned faithfully, intelligently, to the best of their ability, and in the best interest of the Client. Company warrants that all work shall be performed in a timely and professional manner that is consistent with best practices and standards of the industry in which the Client works and has been engaged to perform work under this Agreement.

SECTION 2 – CONFIDENTIALITY, NON-CIRCUMVENT, NON-SOLICIT, OWNERSHIP OF DOCUMENTS

2.1 **Confidentiality.**

2.1.1 Company understands and acknowledges that during the course of performing duties for the Client, they have or will have access to and learn about confidential, secret, and proprietary

documents, materials, data, and other information, in tangible and intangible form, of and relating to the Client. "***Confidential Information***" under this Agreement includes, but is not limited to, documents and data containing information regarding the Client, its affiliates and all of its underlying clients' and suppliers' financial condition; trade secrets; business plans, operations, processes, forecasts, internal policies, strategies, products, services, and other proprietary information; product design, training, sales, marketing materials, and distribution plans/systems; or any other information pertaining to the Client and their affiliates which is not generally available to the public, whether or not marked as "confidential" (but if not marked, which would be understood by a person exercising reasonable business judgment, to be confidential) and whether in oral, written, electronic, graphic, or other format.

2.1.2 Company shall not directly or indirectly disclose Confidential Information of the Client to any third party or use the Confidential Information for any purpose other than to fulfill their duties under this Agreement. Company agrees to comply with the terms and conditions set forth in this Agreement in their collection, receipt, transmission, access, storage, disposal, use, and/or disclosure of the Confidential Information. Company agrees to hold and protect the Client's Confidential Information in confidence and to safeguard it in at least the same manner as a prudent business person would safeguard its own Confidential Information of a similar nature and importance, which shall not be less than that of a commercially reasonable manner under the circumstances.

2.1.3 If Company is required by applicable law or a valid legal order to disclose any Confidential Information, Company shall, before such disclosure, notify the Client of such requirements so that the Client may seek a protective order or other remedy, and Company shall reasonably assist the Client therewith. If Company remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its or Company's legal counsel, Company is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

2.1.4 The Company understands and acknowledges that their obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Company first having access to such Confidential Information (whether before or after the Effective Date of this Agreement) and shall continue during and after the Term until such time as such Confidential Information has become public knowledge other than as a result of the Company's breach of this Agreement or breach by those acting in concert with the Company or on the Company's behalf.

2.2 **Non-Solicitation.** During the Term of this Agreement and for twelve (12) months following termination of this Agreement, Client and Company shall not directly induce or attempt to induce, solicit, attempt to solicit, participate in the solicitation of, or otherwise advise or encourage any present or former employee, contractor or affiliate of the other Party to terminate its relationship with such Party or to become a contractor to such other Party or of any person, firm, company, or business association

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with which the other Party is or becomes affiliated with in any capacity without written permission of the other Party.

2.3 **Recruitment Fee.** If an employment agreement with respect to the Client hiring an employee, contractor, or affiliate of the Company (which Company introduced to Client) is reached, either (A) during the term of Agreement hereunder or (B) at any time during a period of twenty four (24) months following the Effective Date of this Agreement, then Client (or its designee) shall pay to Company a fee equal to a [25% of hired employee's first year base salary] (collectively, the "***Recruitment Fee***"). The Recruitment Fee is payable to the Company upon the effective date of the employment agreement.

2.4 **Reasonableness of Restrictions.** Client has carefully read and considered the provisions of Sections 2.2, 2.3, and 2.4 and, having done so, agrees that the restrictions set forth therein are fair and reasonable given the terms and conditions of this Agreement and the nature of the Company's business. Client specifically agrees that the length, scope, and definitions used in the restrictive covenants and other restrictions set forth in Sections 2.2 and 2.3 are fair and reasonable.

2.5 **Return of Documents.** Company acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, completed work, and other documentation related to the business of the Client or containing any Confidential Information shall be the sole and exclusive property of the Client, and shall be returned to the Client upon the termination of this Agreement or upon the written request of the Client. Company shall delete or destroy all copies of any such documents and materials not returned to the Client that remain in the Company's possession or control, including those stored on any non-Client devices, networks, storage locations, and media in the Company's possession or control.

2.6 **Exit Obligations.** Upon (i) the termination of this Agreement, or (ii) the Company's request at any time during the Term of this Agreement, the Company shall provide or return to the Client any and all Client and underlying client property, including but not limited to keys, key cards, access cards, identification cards, security devices, employer credit cards, network access devices, computers, cell phones, and all other equipment and materials belonging to the Client, including but not limited to that listed in Section 2.5. In addition, the Company shall notify Client of all passwords and other credentials used by the Company.

2.7 **No Release.** Client agrees that the termination of this Agreement shall not release Client from any obligations under Sections 2 or 7.

SECTION 3 – COMPENSATION

3.1 **Compensation.** In consideration of all services to be rendered by Company to the Client, the Client shall pay the Company in accordance with Attachment A.

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3.2 **Withholding; Other Benefits**. Company nor its affiliates are not considered to be an employee of the Client and therefore, compensation paid under to this Agreement shall not subject to the customary withholding of income taxes and other employment taxes. The Client will provide Company with a Form 1099 prior to January 31st of the year after the year in which any work is completed. The Client shall not provide Company with any coverage or participation in the Client's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

3.3 **Expenses.** Client shall reimburse Company for expenses as specified in Attachment A.

SECTION 4 – TERMINATION

4.1 **Termination.**

4.1.1 **Termination for Cause.** Either Party may terminate this Agreement for a material breach of the Agreement. In order to terminate for cause, the non-breaching Party must send the breaching Party a notice of the material breach and give the breaching Party fifteen (15) calendar days to cure the breach. If such breach is not cured after fifteen (15) calendar days, then the non-breaching Party will give notice of the termination, effective immediately.

4.1.2 **Termination for Convenience.** Client may terminate this Agreement at any time, for any reason, without liability or continuing obligation, upon fifteen (15) calendar days' written notice to the Company. Such termination shall be effective on the date specified in the notice. Company may terminate this Agreement at any time, for any reason, without liability or continuing obligation, upon fifteen (15) calendar days written notice to Company. This Agreement also may be terminated at any time upon the mutual written agreement of the Company and Client.

4.2 **Payment.** Upon termination or expiration of this Agreement, Company will pay Client for a work performed up through the effective date of termination or expiration.

SECTION 5 – INDEPENDENT STATUS

Company acknowledges that it and its Personnel are an independent entity and are not an agent, partner, joint venture, nor employee of Client. Client shall have no authority to bind or otherwise obligate the Company in any manner nor shall Client represent to anyone that they have a right to do so.

SECTION 6 – REPRESENTATIONS AND WARRANTIES OF COMPANY

Company represents and warrants to the Client that it has the requisite skill and experience to perform the Duties specified in the Scope of Work. In addition, Company represents and warrants that there is no employment contract or other contractual obligation to which Company is subject which prevents Company from entering into this Agreement or from performing fully Company's duties under this

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Agreement. Company warrants that any work performed or work product created by Personnel shall not infringe any intellectual property right or know how of any third party.

SECTION 7 – INTELLECTUAL PROPERTY

7.1 **Work Made for Hire.** Any work performed or work product created by Company, whether finished or unfinished, during the Term of this Agreement shall be considered "Work Made for Hire" as defined in the U.S. Copyright laws and shall be owned by and for the express benefit of the Client (or its underlying client as applicable). In addition, any and all derivative works which are created, developed, or contributed by Company will be considered Works Made for Hire and owned by the Client. In the event that any work does not qualify, or is deemed to not qualify, as a Work Made for Hire, Company agrees to and does assign to Client (or its underlying client as applicable) all of Company's right, title, and interest in such work or work product including, but not limited to, all copyrights and other proprietary rights. Additionally, Company agrees to execute any documents necessary for Client to record and perfect its ownership of the work or work product and the applicable copyright.

7.2 **Client's Rights.** Client's exclusive right to own and use such work performed or work product OF Company includes the right to reproduce, publish, display publicly, distribute, exhibit, edit, create derivative works from, use, register for copyright, trademark, or patent protection both inside and outside the United States of America, and otherwise exploit worldwide the work performed or work product created for all commercial and non-commercial purposes.

7.3 **Representations and Warranties.** Company represents and warrants that any transmission, distribution, reproduction, public display, public performance, creation of derivative work from, attempted registration, and use thereof, anywhere in the world, will not infringe or violate any rights of any person or entity, including all recognized intellectual property rights. Company is solely responsible for obtaining all consents and permissions for any third-party rights used in the work performed or work product created.

SECTION 8 - INDEMNIFICATION

8.1 **Client's Indemnification.** Client agrees to defend, indemnify, and hold harmless Company, affiliates, and their respective members, managers, shareholders, officers, directors, employees, agents, representatives, successors, and assigns, and each of them, from and against any and all claims, actions, demands, damages, losses, costs and expenses, including reasonable attorney's fees and disbursements, charges, penalties, judgments, and interest sustained arising out of, resulting from or relating to any material breach or alleged breach of any representation, warranty, obligations, or agreement made by Client in this Agreement.

8.2 **Company's Indemnification.** Company agrees to defend, indemnify, and hold harmless Client, affiliates, and their respective members, managers, shareholders, officers, directors, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, actions,

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demands, damages, losses, costs and expenses, including reasonable attorney's fees and disbursements, charges, penalties, judgments, and interest sustained arising out of, resulting from or relating to (a) any material breach or alleged breach of any representation, warranty, obligations, or agreement made by Company in this Agreement; and (b) any acts or omissions of the Personnel.

8.3 **Compliance with Laws.** Company agrees to comply with all federal, state, and local laws which apply to the performance of its Duties for the Client. Neither Party shall knowingly take any action that would subject the other Party to legal liability.

SECTION 9 – MISCELLANEOUS PROVISIONS

9.1 **Assignment.** The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties. The Company may assign this Agreement in case of merger, acquisition, or other change in ownership event, subject to the written consent of Client.

9.2 **Survival.** Any provision hereof which imposes upon Client or Company an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Client or Company.

9.3 **Disputes.** The Parties agree that disputes or claims arising under this Agreement shall be submitted to the exclusive jurisdiction of the courts of the State of Texas.

9.4 **Waiver of Jury Trial.** ALL PARTIES TO THIS AGREEMENT WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT, OR PROCEEDING RELATING TO THIS AGREEMENT AND ITS ATTACHMENTS.

9.5 **Attorney's Fees.** In the event of a default under this Agreement, the defaulting Party shall reimburse the non-defaulting Party for all costs and expenses reasonably incurred by the non-defaulting Party in connection with the default, including without limitation, reasonable attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.

9.6 **Waiver.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

9.7 **Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas without regard to principles of conflicts of law.

9.8 **Entire Agreement; Modification.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Parties other

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than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Party unless in writing and signed by all the Parties.

9.9 **Further Effect.** The Parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

9.10 **Severability.** If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the Parties as evidenced by the terms of this Agreement.

9.11 **Captions.** The captions used in this Agreement are for the convenience of the Parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

9.12 **Notices.** All notices required to be given by this Agreement will be in writing, email is acceptable, and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Party or to such other address as a Party may specify by notice given in conformance with these provisions to the other Parties.

9.13 **Authority to Sign.** Each Party represents and warrants that the person signing the Agreement is duly authorized to enter into this Agreement and that the execution and delivery of this Agreement constitutes a valid and binding obligation on that Party.

9.14 **E-Signature.** A digital signature, facsimile, or electronically scanned transmission of a signature to this Agreement is legally binding on all of the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement execute this Contractor Agreement as of the date and year written above.

Company	**Client**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name

SAMPLE

Date

Date

SAMPLE

ATTACHMENT A – SCOPE OF WORK AND FEES

THIS ATTACHMENT A to the Contractor Agreement is made and entered into effective [DATE] by and between <your company's entity name> d/b/a <your company name> and <client entity name>. Individually each will be referred to as a "***Party***" and together referred to as the "***Parties***." Capitalized terms used in this Attachment A but not defined have the meaning given in the Agreement. This Attachment A is expressly incorporated into the Agreement. In case of conflict between this Attachment A and the Agreement, the terms of the Agreement shall control, unless expressly stated otherwise in this Attachment A.

A. **Duties.** The Parties agree that the Company will perform the following "*Duties*" for Client:

- [Enter further detailed scope of work here]

B. Deliverables:

- [Enter]

C. **Term.** The Agreement will begin Effective [FROM DATE] to [TO DATE].

D. **Place of Work.** Company Consultant(s) will perform work <remote/hybrid-remote/onsite/etc>. If Company performs work outside of the Client site, Company represents and warrants that it has access to a secure internet connection which is password protected and provides Client with adequate bandwidth. In addition, Company will follow all internet and data security guidelines of the Client which may include, but are not limited to, using remote access procedures such as a Virtual Private Network (VPN), using strong passwords for all accounts, and maintaining anti-virus protection.

E. **Equipment and Devices.** Company shall provide all equipment necessary to perform their Duties for the Client (unless special equipment is required by the Client, in which case special equipment will be provided by the Client).

Company is not obligated to use their personal mobile device (cellular phone, tablet, etc.) to perform their Duties for the Client, including but not limited to checking email. However, if Company decides to use their personal mobile device to perform their Duties for the Client, then the Company shall allow the Client to remotely manage the Client's personal mobile device.

F. **Compensation.** The Parties agree that the Company will be compensated for the Duties and Deliverables specified above as follows:

F.1. COMPENSATION METHOD:

- The Parties agree that the Client is required to pay the Contractor a retainer (the "Retainer") in the amount of $_____ per month as an advance on future services. The retainer is [refundable / non-refundable].
- The Contractor recognizes and agrees that the Client has retained a maximum of [#] billable [hours/days] per month. Any additional [hours/days] per month will not be paid by the Company

SAMPLE

unless Contractor gives the Company at least five (5) business days' notice of the possibility of exceeding the maximum [hours/days] and is granted permission by the Company in writing, via email is acceptable, to work additional [hours/days].

- The Parties agree that the Contractor will be compensated for all work performed as agreed and in excess of the retainer at an hourly rate of $_____ per hour worked (billed in increments of 30 minutes, rounded up).

OR

- The Parties agree that the Contractor will be compensated for all work performed at an hourly rate of $_____ per hour worked (billed in increments of 30 minutes, rounded up).
- The Contractor recognizes and agrees that the Client has approved a maximum of [#] billable [hours/days] per month. Any additional [hours/days] per month will not be paid by the Company unless Contractor gives the Company at least five (5) business days' notice of the possibility of exceeding the maximum [hours/days] and is granted permission by the Company in writing, via email is acceptable, to work additional [hours/days].
- The Parties agree that the Contractor will be compensated for all work performed as agreed and in excess of the retainer at an hourly rate of $_____ per hour worked (billed in increments of 30 minutes, rounded up).

OR

- The Parties agree that the Contractor will be compensated for all work performed at a daily rate of $_____ per day worked. A "day" lasts from 12:01 am to 11:59 pm in the Contractor's local time zone. Contractor must work at least 4 hours in a day to invoice Company for the day.
- The Contractor recognizes and agrees that the Client has approved a maximum of [#] billable [hours/days] per month. Any additional [hours/days] per month will not be paid by the Company unless Contractor gives the Company at least five (5) business days' notice of the possibility of exceeding the maximum [hours/days] and is granted permission by the Company in writing, via email is acceptable, to work additional [hours/days].
- The Parties agree that the Contractor will be compensated for all work performed as agreed and in excess and as agreed at an daily rate of $_____ per hour worked (billed in increments of 30 minutes, rounded up).

OR

- The Parties agree that the Contractor will be compensated for all Duties and Deliverables at a gross rate of $_____.

OR

- The Parties agree that the Contractor will be compensated for all Duties and Deliverables according to the milestones below.

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- The Contractor recognizes and agrees that the Client has approved a maximum of [#] billable [hours/days] per month. Any additional [hours/days] per month will not be paid by the Company unless Contractor gives the Company at least five (5) business days' notice of the possibility of exceeding the maximum [hours/days] and is granted permission by the Company in writing, via email is acceptable, to work additional [hours/days].

- The Parties agree that the Contractor will be compensated for all work performed as agreed and in excess of the maximum at an hourly rate of $_____ per hour worked (billed in increments of 30 minutes, rounded up) after approver per the term above.

Table F.1 Milestones

Milestone	Amount	Date
1	$xx,xxx	DATE
2	$xx,xxx	DATE
Subtotal	**$xx,xxx**	**DATE**
Trave	$xx,xxx	DATE
Total	**$xx,xxx**	**DATE**

F.2. Client will reimburse Company for actual travel and out-of-pocket expenses relating to the Company's Duties so long as: (i) such expenses have been approved in writing by Client prior to their incurrence, (ii) such expenses are incurred in accordance with Client's applicable expense reimbursement policy; and (iii) Company submits receipts and/or documentation in a timely manner.

G. **Additional Work.** Additional work not included in this Attachment A will be agreed to on a separate Scope of Work or Change Order signed by both Parties.

H. **Payment.** Payment will be made on a monthly basis by ACH. Company will submit invoices for services rendered two (2) business days prior to the end of a month. Company shall pay Client's invoice within thirty (30) calendar days of receipt following Client approval of milestones and Deliverables.

I. **Background Screening.** Company understands and agrees that prior to beginning work for Client, Client may require Company to perform a background check and/or drug screening. Company agrees to fill out any documentation required for such background check and/or drug screening, and that any expenses will be paid by Client. Client agrees that Client will deliver the results of such background check and/or drug screening to Client upon Client's request.

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J. **Client Requirements.** Company understands and agrees that Client may have its own set of documents regarding intellectual property, confidentiality, and non-disclosure. Company agrees to sign, and arrange for the contractor to sign, any additional documents reasonably requested by Client.

K. **Change Orders.** After the execution of this Attachment A, any changes or amendments to the terms and conditions set for herein will only be effective after the execution of a separate Change Order.

IN WITNESS WHEREOF, the Parties execute this Attachment A to the Agreement as of the date and year written above.

Company	**Client**
Signature	Signature
Printed Name	Printed Name
Date	Date

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