

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is dated this _____ day of _____, _____.

<div>_____</div> <div><i>Client Name</i></div> <div>_____</div> <div>_____</div> <div><i>Client Address</i></div> <div>(the "Client")</div>	<div>_____</div> <div><i>Name</i></div> <div>_____</div> <div>_____</div> <div><i>Address</i></div> <div>(the "Contractor")</div>
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BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

2. The Services provided can take the form of a single (one-time) project or a series of projects (often recurring) of a similar format and delivery method. This distinction must be defined in this Agreement.
3. The Services will also include any other minor tasks which the Parties may agree upon. The Contractor hereby agrees to provide such Services to the Client. Tasks of noteworthy size, either in time and effort required (e.g., original illustration, detailed logo vectorization, etc.), may incur additional fees. Said fees must be communicated and agreed upon by the Parties before any additional work outside of what Services were defined in this Agreement begins.

TERM OF AGREEMENT

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
5. Should a deadline or time table as they relate to project milestones and Services delivery be established within this Term, the Client acknowledges that delays caused from a failure to communicate, a failure to provide necessary approvals or decisions as well as a failure to provide requested assets and resources in a timely manner will negatively impact delivery time. The Contractor may, without change to the Compensation promised, either make adjustments to the projected time table in order to ensure the standard of quality expected by the Client or make adjustments to the Services provided in order to deliver by the agreed upon time.
6. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

PERFORMANCE

7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

9. The Contractor will charge the Client a [**FLAT FEE | HOURLY RATE**] of [**\$0.00**] for the Services (the "Compensation") or, in the case of recurring projects, [**\$0.00**] for each project completed as part of the Services. Additional services outside the original scope of the Agreement may be appended only after the Parties have agreed upon the additional fees they would incur.
10. The Client will be invoiced when the Services are complete. This will primarily take the form of a PDF transmitted via email. Printed invoices could also be provided upon request.
11. Invoices submitted by the Contractor to the Client must be paid within 30 days of receipt.
12. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

REIMBURSEMENT OF EXPENSES

13. The Contractor will be reimbursed from time to time for reasonable and necessary expenses (e.g., the purchase of licensed stock photography as part of the Services required) incurred by the Contractor in connection with providing the Services.
14. All expenses must be pre-approved by the Client.
15. Proof of such expenses (i.e., invoices, receipts, etc.) must accompany invoices the Contractor issues.

LATE PAYMENTS

16. If payment to the Contractor has not been made by the Client for Services rendered and 30 days have transpired since the Services' invoice was first issued by the Contractor, the Client will begin incurring Late Fees. In addition to the outstanding balance owed, for every 30-day period (or fraction thereof) that has transpired since the reception of the invoice, the Client will be charged an additional 10% of the agreed upon Compensation. This Late Fee detail will appear on every invoice the Contractor issues.
17. If multiple projects from the Client are engaged simultaneously and any one of them has an outstanding unpaid invoice in excess of 30 days, the Contractor will not perform any further work on current projects for the Client nor accept any new work assignments from the Client. Project progress will resume only after the Client provides complete payment for the outstanding unpaid invoice(s).

CONFIDENTIALITY

18. 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.
19. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any 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.

OWNERSHIP OF INTELLECTUAL PROPERTY

20. All intellectual property and related material, 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.
21. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except as examples of produced work in professional portfolios. Clients may object to this inclusion and request that their Intellectual Property be removed from such a portfolio, at which point the Contractor must comply. Using the Intellectual Property in any other case is allowable only with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from their unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

22. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

23. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. 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 employee 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 payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

24. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
25. In the event that the Contractor hires a sub-contractor:
- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

26. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

27. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

28. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

29. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. _____

- b. _____

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

30. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

31. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

32. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

33. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

34. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

35. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

36. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

PLURALITY AND GENDER

37. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

38. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

SEVERABILITY

39. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

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

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

CLIENT	CONTRACTOR
<hr/> <i>Signature</i>	<hr/> <i>Signature</i>
<hr/> <i>Printed Name</i>	<hr/> <i>Printed Name</i>

last modified: Sept 13, 2025