

Independent Contractor Agreement

THIS CONTRACT is made as of the _____ day of _____, 20____, between [Company Name (Insert DBA or Common Name)], a corporation [or other business type] incorporated under the laws of [Insert state] and having its principal place of business at [Insert address), [the Company]; and [Independent Contractor Name], of [City, State], the Independent Contractor.

WHEREAS [Company name] desires to obtain the benefit of the services of the Independent Contractor, and the Independent Contractor desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration, the parties agree as follows:

1. Terms

The Contractor is as Independent Contractor of [Company name]. Nothing contained in this document will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. The Independent Contractor may not act as agent for, or on behalf of [Company name], or to represent or bind [Company name] in any manner.

Both parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any Agreement between the parties and any other person, firm or organization or any law or governmental regulation.

This Agreement remains in full force and effect until the Independent Contractor has completed the services described below, unless earlier terminated.

2. Responsibilities & Deliverables

[List Independent Contractor responsibilities here, or you can attach a proposal or schedule of services detailing the work expectations and deliverables.]

(Optional) The Independent Contractor shall provide the necessary equipment to perform these services.

(Optional) If the Independent Contractor has employees, the Independent Contractor shall be solely responsible for all costs associated with said employees, including all payments, taxes and insurance.

3. Compensation

The Contractor shall be paid: _____ in total for work completed under this contract.

4. Payment Criteria

Upon completion of agreed-upon deliverables, the Independent Contractor shall issue invoices to [Company name] within ____ days of completing each deliverable or milestone, unless otherwise instructed, providing documentation as instructed by the [Company].

[Company name] shall remit payment to the Contractor within ____ days of receiving the invoice assuming work has been done to [Company name's] expectations and has been approved.

[Company name] shall not be responsible for federal, state and local taxes derived from the Independent Contractors net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Independent Contractor.

5. Insurance

Except with respect to the parties' indemnification obligations, neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. the foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

(Optional) The Contractor will provide a Certificate of Insurance prior to the start of work.

6. Confidentiality and Non-Compete

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential as confidential, and protect the information with the same degree of care as each party uses to protect its own confidential information.

The parties intend that, to the extent the deliverables or a portion of the deliverables qualify as a “work made for hire,” within the definition of Section 101 of the Copyright Act of the United States (17 U.S.C. § 101), it will be so deemed a work made for hire.

(Optional) If the deliverables do not qualify as work made for hire, and/or as otherwise necessary to ensure the Company’s complete ownership of all rights, titles and interest in the deliverables, the Contractor shall transfer and assign to the Company all rights, titles and interests throughout the world in and to any and all deliverables. This transfer and assignment includes, but is not limited to, the right to publish, distribute, make derivative works of, edit, alter or otherwise use the deliverables in any way the Company sees fit.

(Optional) The Company grants the Contractor, a limited, non-exclusive, non-transferable, non-assignable, royalty free, worldwide license to display the deliverables on a platform personally controlled, in whole or in part, by the Contractor. The Company may revoke this license at any time by requesting the removal of the deliverables displayed by the Contractor. Upon such request, the Contractor shall remove the deliverables from the platform, and provide written notification of such removal.

Confidential Information does not include any information that at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives).

7. Non-Performance

The Independent Contractor shall notify [Company name] of any change(s) to the schedule that could adversely affect the availability of the Independent Contractor,

deliverables, or due dates, whether known or unknown at the time of this Agreement, no later than _____ days prior to such change(s).

The Contractor shall indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement.

8. Severability

Either party may terminate this Agreement for cause by providing the other party written notice if the other party:

- is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching party;
- engages in any unlawful business practice related to that party's performance under the Agreement; or
- files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.

9. Integration

This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire Agreement between the parties, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the parties, preceding the date of this Agreement.

If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

10. Choice of Law

This Agreement is to be governed by and construed in accordance with the laws of the State of [JURISDICTION STATE] without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of [JURISDICTION STATE].

* * *

Your signature will acknowledge that you have read, understood and agreed to the terms and conditions of this Agreement.

IN WITNESS WHEREOF [Company name] has caused this Contract Agreement to be executed by its duly authorized officers and the Independent Contractor has agreed as of the date first above written.

SIGNED, SEALED, AND DELIVERED in the presence of:

Name of Independent Contractor

Date:

Company Owner/CEO

Date: