



Independent Contractor Agreement

This Agreement is made between _____ (Client)
With a principal place of business at _____
And _____ (Contractor), with a principal place of
business at _____

This Agreement will become effective on _____, 20 _____,
And will end no later then _____, 20 _____.

Services to be performed

Contractor agrees to perform the following services

Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the rate of \$ _____ per _____ according to the terms of payment set out below.

Terms of Payment

Contractor shall submit an invoice/time sheet and inventory count to Client every week with the appropriate store authorized signatures for the work performed during that week. The invoice/time sheet should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed. Client shall pay Contractor's fee on the second Thursday of each month.

Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

Independent Contractor Status

Contractor is an independent contractor, not Client's employee. Contractor's employees or contract personnel are not Client's employees. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

1. Contractor has the right to perform services for others during the term of this Agreement.
2. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

3. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
4. Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
5. The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement; Client shall not hire, supervise or pay any assistant to help Contractor.
6. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the skills necessary to perform the services required by this Agreement.
7. Client shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Business Permits, Certificates and License

Contractor has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out services to be performed under this Agreement.

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.

Contractor shall pay all taxes incurred while performing services under this Agreement-including all applicable income taxes and, if Contractor is not a corporation, self-employed (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

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 of Client.

Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Client with a certificate of workers' compensation insurance before the employees begin to work.

Additional Option

(Check if applicable)

If not operating as a corporation, Contractor shall obtain workers' compensation insurance coverage for Contractor. Contractors shall provide Client with proof that such coverage has been obtained before starting work.

Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

Insurance

Client shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

Terminating the Agreement

Either party may terminate this Agreement any time by giving thirty days written notice to the other party of the intent to terminate.

Exclusive Agreement

This is the entire Agreement between Contractor and Client

Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

Applicable Law

This Agreement will be governed by the laws of the State of _____

Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as states on this Agreement
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement or
- When sent by fax to the last fax number of the recipient known to the person given notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contractors on Client's behalf.

Resolving Disputes

If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which he or she may be entitled.

Signatures

Client: _____

Signature: _____

Title: _____

Date: _____

Contractor: _____

Signature: _____

Title: _____

Taxpayer ID Number: _____