

Independent Contractor Agreement

This Agreement is made on _____, 20____ between _____ (Company) and _____ (Contractor.)

Subject to the terms and conditions as set forth herein, _____ (Company) retains _____ (Contractor) and _____ (Contractor) hereby accepts _____ (Company's) retention to perform services described herein.

1. Contractor obligations

In return for the compensation noted under "Contractor Compensation," contractor voluntarily agrees to perform services for _____ (Company) as described below:

2. Attach to this Agreement a full description of:

- Scope of services
- Time frame in which the services are to take place
- Expectations for final outcome, product and report
- Provisions for unexpected delays
- Penalties for incomplete work
- Procedure for adding additional work or extending the contract

3. Contractor compensation

In full consideration of all services performed by contractor as described in this contract, _____ (Company) shall pay contractor \$_____ for completion of assigned tasks. Contractor shall be exclusively responsible for the payment of all taxes incidental to the compensation paid for services performed, including but not limited to federal and state income, sales, or use taxation.

4. Independent contractor

Contractor's relationship to _____ (Company) is one of independent contractor. Nothing in the agreement shall create an employment or agency relationship, nor shall contractor act as an agent or employee of _____ (Company) unless such representation is outlined in the scope of services.

Contractor's services are to be performed solely by contractor, or approved subcontractors, for _____ (Company) pursuant to the terms of this contract.

5. Standards of performance

Compliance with law: Contractor's performance of services under this agreement shall be in compliance with all applicable laws or regulations of the federal, state, and local government.

6. Reputation and goodwill

Contractor shall not perform any contracted services in a manner which would be injurious to the reputation and goodwill of _____ (Company.).

Note: This document is for informational purposes only and may not be appropriate for your situation. Please consult an attorney for all legal matters.

7. Trade secrets

Contractor shall not in any manner disclose to any person, partnership, firm or corporation any information concerning any matters affecting or relating to the business of _____ (Company) including, but not limited to, any trade secrets, production processes, customers, pricing or marketing plans. This covenant shall remain in effect following termination of this contract.

8. Waiver of liability

_____ (Company) shall not be liable to contractor on account of any personal injuries or property damage sustained by contractor in performance of services hereunder. Contractor shall indemnify and hold _____ (Company) harmless from all liability for personal injuries or property damage directly related to the performance of contracted services.

9. Modification of contract

No waiver or modification of this contract or of any covenant, condition or limitation herein shall be valid unless presented in writing and signed by both parties.

10. Severability

All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this contract shall remain intact except for the omission of the invalid covenant.

11. Choice of law

It is the intention of both parties that all suits that may be brought arising out of, or in connection with this agreement will be construed in accordance with and under and pursuant to the laws of the state _____ (Company.)

12. Entire agreement

This contract contains the complete agreement concerning the services to be performed by the contractor for _____ (Company) and supersedes all prior agreements or understandings, written or unwritten. By signing this contract, both parties acknowledge that they have read this contract, understood its terms, including the release, have had an opportunity to have legal counsel review this agreement, and have voluntarily accepted its provisions.

Executed this _____ day of _____, 20____] in _____ (City,) _____ (State.)

Signature of Company

Signature of Contractor

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