

Independent Contractor Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ hereinafter called "the Company," located at _____ and _____ hereinafter called "the Contractor," located at _____.

WITNESSETH, the Company desires to retain the services of the Contractor, and the Contractor desires to provide services to the Company, under the terms and specifications as provided below:

1. Type of Services. The Company heretofore retains the Contractor to perform the following service(s):

2. Duration of Services. The Contractor shall provide the above documented services to the company:

- until the project is completed
- until the date of _____
- until either party serves 30 days written notice to the other party

3. Payment/Remuneration. The Company shall remunerate the Contractor:

- weekly, on receipt of invoice
 - monthly, on receipt of invoice
 - in _____ installments of _____ Dollars (\$ _____) per _____
 - in one lump sum of _____ Dollars (\$ _____)
- payable on _____, 20_____

4. Taxes. The Company shall not be responsible for the payment of any federal, state, or local taxes for or on behalf of the Contractor, under any circumstances.

5. Fringe and Other Benefits. Neither shall the Contractor be entitled to enjoy any fringe or other benefits, as may be enjoyed by the Company's regular employees, nor shall the Company be responsible or become liable for any fringe or other benefits of the Contractor.

6. Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the Company.

7. Independent Contractor Status. It is herewith acknowledged the Contractor is independent in nature, and as such retains all rights to control and determination of the manner in which the contractual services are performed.

8. Specific Clientele. It is understood the Contractor has the right to retain all previous and established clients, and to acquire new clients while retained to perform services for the Company, providing acquisition of said clients is not in violation of any confidentiality agreement which may also be in place between the Company and the Contractor.

9. Equipment and Supplies. The Contractor shall be fully responsible for the procurement, cost, and use of all materials, supplies, equipment, and/or additional labor which might be needed or required to complete the requirements of this Agreement.

Under unique circumstance, the Company shall provide or reimburse the Contractor for: _____

10. Written Reports. The Company may request that project plans, progress reports and a final results report be provided by Contractor on a _____ (weekly, monthly, etc.) basis. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and set forth such information and data as is reasonably requested by the Company.

11. Successors and Assignees. This Agreement mutually binds and benefits all heirs, assignees, and successors of both the Contractor and the Company.

12. Transmittal of Notices. All notices, transmitted by either party, shall be delivered in writing to the address listed on this Agreement. Said notices may be transmitted in person, by certified mail, or by overnight courier.

13. Counterparts. It is understandably possible that each party may sign several counterparts of this Agreement. It is hereby agreed that each dually signed counterpart is considered to be a valid part of this agreement.

14. Modification. No modification of this Agreement is considered valid unless submitted in writing and accepted by the party the modification is sought to be enforced against.

15. Governing Law. The terms of this Agreement are not in violation of any state, federal, or local legislation. Should any be discovered, or any law later amended, only that portion of the Agreement becomes subject to negotiation or resolve.

16. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

17. Termination. The Company may terminate this agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

18. Severability. Should any court discover any provision of this Agreement, or any portion thereof held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

19. Confidentiality. The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of the agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.

20. Entire Agreement. This document constitutes the entire Agreement between the Company and the Contractor. Any and all previous oral and/or written agreements between the parties regarding these issues are herewith superseded.

For the Company

Date: _____

Business Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Address: _____

For the Contractor

Date: _____

Business Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Address: _____
