

# INDEPENDENT CONTRACTOR AGREEMENT

I. **THE PARTIES.** This Independent Contractor Agreement ("Agreement") made this \_\_\_\_\_, 20\_\_\_\_ is by and between:

Contractor: \_\_\_\_\_ with a mailing address of \_\_\_\_\_ ("Contractor"), and

Client: \_\_\_\_\_ with a mailing address of \_\_\_\_\_ ("Client").

In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Contractor and Client agree as follows:

II. **SERVICES.** The Client shall pay, and the Client shall provide the following services: \_\_\_\_\_.

III. **TERM.** The services shall begin on \_\_\_\_\_, 20\_\_\_\_ and end: (check one)

- When the services are complete.
- On the date of \_\_\_\_\_, 20\_\_\_\_.
- Other: \_\_\_\_\_.

IV. **TERMINATION.** Either the Client or the Contractor:

- Cannot terminate this Agreement unless either party breaks its terms.
- Can terminate this Agreement, without cause, by giving the other Party \_\_\_\_ days' notice and providing their obligations up until termination.

V. **COMPENSATION.** In exchange for the services provided by the Contractor, the Client agrees to pay the following: (check one)

- \$\_\_\_\_\_ / Hour.
- \$\_\_\_\_\_ for the services.
- Commission in the amount of: \_\_\_\_\_.
- Other: \_\_\_\_\_.

VI. **OTHER EXPENSES.** In addition to the Contractor's compensation, the Client agrees to pay the Contractor for the following: (check all that apply)

- **Materials.** The Contractor's materials used for providing the services.
- **Travel Expenses.** The Contractor's travel expenses to and from the location of where the services are being provided in addition to any other needs the services require.
- **Insurance.** Any insurance required by the Contractor that is needed specifically for the services provided.
- **Other:** \_\_\_\_\_.

- VII. INDEMNIFICATION.** The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.
- VIII. INSURANCE REQUIRED.** The Contractor is required to have liability insurance and workers' compensation insurance in accordance with industry standards and state law. The Client has the right to review such insurance policies prior to the commencement of the services.
- IX. OTHER BUSINESS ACTIVITY.** The Contractor may engage in other business activities provided, however, that Contractor shall not during the term of this Agreement solicit the Client's employees, clients, accounts, or other related business endeavors of the Client.
- X. ASSIGNMENT.** Neither the Client nor the Contractor may assign this Agreement without the express written consent of the other party.
- XI. RELATIONSHIP DEFINED.** Nothing in this Agreement shall indicate the Contractor is a partner, agent, or employee of the Client. The Client employs the Contractor as an independent contractor, and the Contractor hereby accepts.
- XII. OTHER AGREEMENTS.** It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.
- XIII. LEGAL NOTICE.** All notices or required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail – Return Receipt Requested, postage prepaid, addressed those mentioned in Section I.
- XIV. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws under the state of \_\_\_\_\_.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

**Contractor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Client's Signature** *M. H. S.* \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

