☐

- Other. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

☐

20\_\_\_ until the completion of the Services.

quarterly basis beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

monthly

weekly

- On a

☐

☐

☐

- At completion of the Services performed.

☐

The Contractor agrees to be paid: (check one)

withheld.

accordance with industry standards and to the approval of the Client, not to be unreasonably

Completion shall be defined as the fulfillment of Services as described in Section II in



Page 1 of 5

This includes, but is not limited to, supplies, equipment, operating costs, business costs,

- Responsible for all expenses related to providing the Services under this Agreement.

☐

**V. Expenses**. The Contractor shall be: (check one)

- Other. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

☐

- Not have a due date.

☐

- Be completed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

☐

**IV. Due Date**. The Services provided by the Contractor shall: (check one)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**II. The Services**. The Contractor agrees to perform the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, under the following terms and conditions:

WHEREAS the Client intends to pay the Contractor for Services provided, effective

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”).

**Contractor**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City

Hereinafter known as the “Services”.

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Client”)

**Client**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of

**I. The Parties**. This Agreement is made between:

☐

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

-

☐

- Commission in the amount of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

☐

$\_\_\_\_ for the Services.

-

**INDEPENDENT CONTRACTOR AGREEMENT**

$\_\_\_\_ / Hour.

-

☐

agrees to pay the following: (check one)

**III. Payment**. In consideration for the Services to be performed by the Contractor, the Client

- Other. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In addition, the Client or Contractor may terminate this Agreement, and any obligations stated

hereunder, with reasonable cause by providing written notice of a material breach of the other

party; or any act exposing the other party to liability to others for personal injury or property

damage.

**VIII. Option to Terminate**. The Client and Contractor shall: (check one)

☐

- Have the option to terminate this Agreement at any time by providing \_\_\_\_ days’

written notice.

☐

- Not have the option to terminate this Agreement unless there is reasonable cause,

as defined in Section VII.

☐

**IX. Independent Contractor Status**. The Contractor, under the code of the Internal Revenue

Service (IRS), is an independent contractor, and neither the Contractor's employees or contract

personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has

the right to perform services for others during the term of this Agreement; 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. Contractor shall select the routes taken, starting and

ending times, days of work, and order the work is performed; Contractor has the right to hire

assistant(s) as subcontractors or to use employees to provide the Services required under this

Agreement. Neither Contractor, nor the Contractor’s employees or personnel, shall be required

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bodily or personal injury, property damage, contractual liability, and cross-liability (“Liability

unemployment taxes, and any other cost that may or may not be in connection with the

Services provided Contractor.

☐

- \*Reimbursed for the following expenses that are attributable directly to the Services

performed under this Agreement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\*The Client will be required to pay the Contractor within thirty (30) days of any Expense

after receiving an itemized expense statement from the Contractor. Upon request by the

Client, the Contractor may have to show any receipt(s) or proof of purchase for said

Expense(s).

**VI. Liability Insurance (Minimum ($) Amount)**. The Contractor agrees to bear all responsibility

for the actions related to themselves and their employees or personnel under this Agreement. In

addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of

employment costs, taxes, Social Security contributions/payments, disability insurance,

Insurance”).

The minimum amount ($) for the Liability Insurance shall: (check one)

☐

- Be a minimum amount of combined single limit of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

☐

- Not have a minimum amount required.

**VII. Termination**. This Agreement shall terminate upon the: (check one)

☐

- Completion of the Services provided.

☐

- Date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

disclose certain confidential and proprietary information to the Contractor in order for the

Contractor shall not be entitled to unemployment compensation in connection with the Services

performed under this Agreement.

**XIV. Workers’ Compensation**. The Contractor shall be responsible for providing all workers’

compensation insurance on behalf of their employees. If the Contractor hires employees to

perform any work under this Agreement, the Contractor agrees to grant workers’ compensation

coverage to the extent required by law. Upon request by the Client, the Contractor must provide

certificates proving workers’ compensation insurance at any time during the performance of the

Service.

**XV. Indemnification**. The Contractor shall indemnify and hold the Client harmless from any

loss or liability from performing the Services under this Agreement.

**XVI. Confidentiality**. The Contractor acknowledges that it will be necessary for the Client to

unemployment compensation payments on behalf of their employees and personnel. The

Contractor to perform their duties under this Agreement. The Contractor acknowledges that

disclosure to a third party or misuse of this proprietary or confidential information would

irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or

after the term of this Agreement, any proprietary or confidential information of the Client without

the Client's prior written permission except to the extent necessary to perform Services on the

Client's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed,

graphic, or electronically recorded materials furnished by Client for Contractor to use; Any

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Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes

performed by the Contractor, Contractor’s employees or personnel, and the Client will not hire,

supervise, or pay assistants to help the Contractor; Neither Contractor nor Contractor’s

employees or personnel shall receive any training from the Client in the professional skills

necessary to perform the Services required by this Agreement; and Neither the Contractor nor

Contractor’s employees or personnel shall be required by the Client to devote full-time to the

performance of the Services required by this Agreement.

**X. Business Licenses, Permits, and Certificates**. The Contractor represents and warrants

that all employees and personnel associated shall comply with federal, state, and local laws

requiring any required licenses, permits, and certificates necessary to perform the Services

under this Agreement.

**XI. Federal and State Taxes**. Under this Agreement, the Client shall not be responsible for:

to wear any uniforms provided by the Client; The Services required by this Agreement shall be

from the Contractor’s payments to employees or personnel or make payments on behalf of the

Contractor; Make federal or state unemployment compensation contributions on the

Contractor’s behalf; and the payment of all taxes incurred related to or while performing the

Services under this Agreement, including all applicable income taxes and, if the Contractor is

not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall

provide the Client with proof that such payments have been made.

**XII. Benefits of Contractor’s Employees**. The Contractor understands and agrees that they

are solely responsible for shall be liable to all benefits that are provided to their employees,

including but not limited to, retirement plans, health insurance, vacation time-off, sick pay,

personal leave, or any other benefit provided.

**XIII. Unemployment Compensation**. The Contractor shall be solely responsible for the

rd

**XVIII. No Partnership**. This Agreement does not create a partnership relationship between the

Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to

enter into contracts on the Client's behalf or represent the Client in any manner.

**XIX. Assignment and Delegation**. The Contractor may assign rights and may delegate duties

under this Agreement to other individuals or entities acting as a subcontractor (“Subcontractor”).

The Contractor recognizes that they shall be liable for all work performed by the Subcontractor

and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared

with the Subcontractor in accordance with Sections XVI & XVII of this Agreement. If any such

information is shared by the Subcontractor to third (3

) parties, the Contractor shall be made

likeness in advertising and other materials.

liable.

**XX. Governing Law**. This Agreement shall be governed under the laws in the State of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**XXI. Severability**. This Agreement shall remain in effect in the event a section or provision is

unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding

unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting

the effect of another provision or section. In such case, the affected provision or section shall be

enforced as so limited.

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**XVII. Proprietary Information**. Proprietary information, under this Agreement, shall include:

any information that Client makes reasonable efforts to maintain the secrecy of business or

marketing plans or strategies, customer lists, operating procedures, trade secrets, design

formulas, know-how and processes, computer programs and inventories, discoveries, and

improvements of any kind, sales projections, and pricing information; and information belonging

to customers and suppliers of the Client about whom the Contractor gained knowledge as a

result of the Contractor's Services to the Client. Upon termination of the Contractor's Services to

the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the

Contractor's possession relating to the Client's business. The Contractor acknowledges any

breach or threatened breach of confidentiality that this Agreement will result in irreparable harm

to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be

entitled to equitable relief, including an injunction, in the event of such breach or threatened

breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and

remedies otherwise available at law.

written or tangible information stamped “confidential,” “proprietary,” or with a similar legend, or

The product of all work performed under this Agreement (“Work Product”), including without

limitation all notes, reports, documentation, drawings, computer programs, inventions, creations,

works, devices, models, work-in-progress and deliverables will be the sole property of the

Client, and Contractor hereby assigns to the Client all right, title and interest therein, including

but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade

secret rights and other proprietary rights therein. Contractor retains no right to use the Work

Product and agrees not to challenge the validity of the Client’s ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic

images and videos or audio recordings made by the Client during Contractor’s work for them,

including, but not limited to, any royalties, proceeds, or other benefits derived from such

photographs or recordings; and The Client will be entitled to use Contractor's name and/or



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Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contractor’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Client’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee.

any prior agreements, promises, conditions, or understandings between the Employer and

represents the entire agreement between the parties. Therefore, this Agreement supersedes

**XXIV. Entire Agreement**. This Agreement, along with any attachments or addendums,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XXIII. Additional Terms and Conditions**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor.

the Contractor shall not operate or be construed as a waiver of any subsequent breach by the

**XXII. Breach Waiver**. Any waiver by the Client of a breach of any section of this Agreement by