

INDEPENDENT CONTRACTOR AGREEMENT

I. Parties

This **Independent Contractor Agreement** ("Agreement") is made between _____ ("the Client") with a business address at _____ and _____ ("the Contractor"), with a business address at _____.

II. Payment and Services

The Contractor agrees to perform the following services ("Services"):

_____ and the Client agrees to pay for them the following rates:
_____.

The Client should pay at the completion of the Services performed and the Contractor should submit an invoice in order to get paid. This invoice should include an invoice number, the dates covered by the invoice and a summary of the services provided.

The Services must be performed before _____, 20__.

III. Term

In consideration of the mutual terms and conditions, the Agreement will be effective since _____, 20__. Either the Client or the Contractor may terminate this Agreement, with reasonable cause, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

After 30 days of the term, either party may, without cause, terminate this Agreement by giving 30 days written notice to the other.

IV. Expenses

The Expenses should be paid by:

- The Contractor will be responsible for all expenses, including supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes or others.
- The Client shall reimburse the Contractor for the following expenses that are attributable directly to work performed under this Agreement: _____. The Contractor shall submit an itemized statement of the Contractor's expenses. The Client shall pay the Contractor within 30 days after receipt of each statement.

V. Intellectual Property Rights

The Contractor acknowledges that during the performance of the Services it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order to perform duties under this Agreement. 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 that could irreparably harm him or her.

Proprietary or confidential information includes:

- Written, printed, graphic, or electronically recorded materials furnished by the Client for the Contractor to use
- Any written or tangible information stamped “confidential,” “proprietary,” or with a similar legend, or any information that the 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
- 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, and
- Other: _____.

VI. Confidentiality

After performing the services, 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. Any Confidential Information

that the Contractor accesses or develops in connection with the services shall be subject to the terms and conditions of this clause.

The Contractor agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Client, and not to use any Confidential Information for any purpose except as required in the performance of the services. You shall notify the Client immediately in the event you become aware of any loss or disclosure of any Confidential Information.

VII. Relationship to the Parties

The Contractor has an independent contractor status, and neither the Contractor nor the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Contractor agrees and represents, and the Client agrees, as follows:

- The Contractor has the right to perform services for other clients during the term of this Agreement.
- The Contractor has the sole right to control and direct the means, manners, and methods to follow in order to perform the Services properly.
- The Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement. The Client shall not hire, supervise, or pay any assistants to help the Contractor
- Neither the Contractor nor the Contractor's employees or contract personnel shall be required to wear any uniforms provided by the Client.
- The Client shall not give any training in the professional skills necessary to properly perform the Services to the Contractor or the Contractor's employees or contract personnel.
- Neither the Contractor nor the Contractor's employees or contract personnel shall be required by the Client to devote full time to the performance of the services required by this Agreement.

VIII. Governing Law

This Agreement shall be governed under the laws in the State of _____.

IX. Additional Terms and Conditions

X. Entire Agreement

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

CONTRACTOR

CONTRACTOR (Print Name)

Signature of Contractor

COMPANY/CLIENT

By:

Its: _____