

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into on _____ [Date], by and between:

CLIENT: _____ [Company Name], a
_____ [Entity Type] located at
_____ [Address] ("Client").

CONTRACTOR: _____ [Full Name or Company], located at
_____ [Address], EIN/SSN: _____
("Contractor").

1. SERVICES

Contractor shall provide the following services to Client (the "Services"):

Specific deliverables, milestones, and acceptance criteria are described in Statement of Work(s) attached as Exhibit A.

2. INDEPENDENT CONTRACTOR STATUS

Contractor is an INDEPENDENT CONTRACTOR, not an employee, agent, partner, or joint venturer of Client. Contractor:

- (a) controls the manner and means of performing the Services;
- (b) sets their own hours and work location, subject to deliverable deadlines;
- (c) provides their own tools, equipment, and supplies;
- (d) may provide services to other clients;
- (e) bears the risk of profit or loss on the engagement;
- (f) is not entitled to employee benefits, paid leave, workers' compensation, or unemployment insurance from Client;
- (g) is solely responsible for all federal, state, and local taxes, including self-employment taxes.

3. COMPENSATION

Rate: ___ Hourly at \$_____/hour ___ Project-based: \$____ total ___ Milestone-based per Exhibit A ___
Monthly retainer: \$_____

Invoicing: Contractor shall submit invoices ___ weekly ___ bi-weekly ___ monthly ___ on milestone completion.

Payment Terms: Net ___ days from invoice date. Late payments accrue interest at 1.5% per month or the maximum legal rate, whichever is lower.

Expenses: Client ___ shall ___ shall not reimburse Contractor for pre-approved expenses with documented receipts.

4. INTELLECTUAL PROPERTY — WORK MADE FOR HIRE

All deliverables, work product, inventions, discoveries, and intellectual property created by Contractor in performance of the Services (collectively, "Work Product") shall be deemed "works made for hire" within the meaning of the U.S. Copyright Act, 17 U.S.C. §101.

To the extent any Work Product is not properly deemed a "work made for hire," Contractor hereby IRREVOCABLY ASSIGNS to Client all right, title, and interest in and to the Work Product, including all copyrights, patents, trade secrets, and other intellectual property rights, in perpetuity, throughout the universe, for all media now known or hereafter developed.

Contractor shall execute any further documents reasonably requested by Client to perfect Client's ownership of the Work Product.

5. CONFIDENTIALITY

Contractor shall hold all Client confidential information in strict confidence and shall not disclose or use it except as necessary to perform the Services. Confidential information includes business strategies, customer lists, pricing, technical data, financial information, and any information marked or treated as confidential. The obligation survives termination of this Agreement for ____ years (trade secrets indefinitely).

6. NON-SOLICITATION

During the engagement and for ____ (six to twelve) months thereafter, Contractor shall not solicit Client's customers or employees with whom Contractor had material contact during the engagement.

7. INSURANCE

Contractor shall maintain general liability insurance with minimum coverage of \$_____ and (if applicable) professional liability insurance with minimum coverage of \$_____. Contractor shall provide certificates of insurance on request.

8. INDEMNIFICATION

Contractor shall indemnify and hold Client harmless from claims arising out of (a) Contractor's breach of this Agreement, (b) Contractor's negligence or willful misconduct, (c) bodily injury or property damage caused by Contractor, (d) Contractor's tax obligations.

9. TERM AND TERMINATION

Term: This Agreement begins on the Effective Date and continues until the Services are complete or this Agreement is terminated.

Termination for Convenience: Either party may terminate on ____ days written notice.

Termination for Cause: Either party may terminate immediately on material breach by the other party that remains uncured for 14 days after written notice.

On termination, Contractor shall be paid for Services completed through the termination date, return all Client materials, and certify in writing the destruction of all Confidential Information.

10. NO EXCLUSIVITY

This Agreement does not create an exclusive relationship. Contractor may perform services for other clients, and Client may engage other contractors, subject only to the confidentiality and non-solicitation provisions.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of _____.

12. DISPUTE RESOLUTION

Disputes shall first be addressed through good-faith negotiation, then mediation, and only thereafter litigation in the state and federal courts of _____ County, State of _____.

13. ENTIRE AGREEMENT

This Agreement (with any attached SOWs) constitutes the entire agreement between the parties and supersedes all prior agreements. Modifications must be in writing and signed by both parties.

CLIENT:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

CONTRACTOR:

Signature: _____ Date: _____

Printed Name: _____

DISCLAIMER: This template is provided for informational purposes only and does not constitute legal advice. Worker classification carries significant legal and tax consequences. For high-value engagements or contractor classification questions, consult an employment attorney.