

# INDEPENDENT CONTRACTOR AGREEMENT

**I. THE PARTIES.** Agreement made this \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ with mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ ("Company")

**AND**

\_\_\_\_\_ with mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ ("Independent Contractor"). Independent Contractor is an Independent Contractor willing to provide certain skills and abilities to the Company that the Company has need for. In consideration of the mutual terms, conditions and covenants hereinafter set forth, Company and Independent Contractor agree as follows: 1. The Company hereby employs the Independent Contractor as an Independent Contractor and the Independent Contractor hereby accepts employment.

**II. TERM.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_ and shall terminate on: \_\_\_\_\_

**III. SCOPE OF WORK.** The Services provided by the Independent Contractor to the Company are described as: \_\_\_\_\_

**IV. COMPANY.** Company shall pay to Independent Contractor and Independent Contractor shall accept from the Company as compensation for all Services Provided pursuant to this Agreement, the sum of \$\_\_\_\_\_. Independent Contractor is responsible for all expenses in addition to any and all taxes related to their employees (if any).

**V. STATUS.** Independent Contractor is an Independent Contractor and may engage in other business activities provided, however, that Independent Contractor shall not during the term of this Agreement solicit Company's employees or accounts on behalf of Independent Contractor or another entity.

**VI. CONFIDENTIALITY.** The Independent Contractor agrees that anything that is seen or known during their time under this Agreement shall be kept confidential for a period of \_\_\_\_ years. If the Independent Contractor uses information that could be considered a trade secret or proprietary information of the Company, the Company shall be entitled to monetary and legal compensation. Furthermore, during any such breach of confidentiality, the Company shall have the right to damages to the fullest extent of the law. If any court should rule in favor of the Company in such violation, all attorneys' fees shall be paid of the Company shall be paid by the Independent Contractor.

**VII. INCAPACITY TO WORK.** If Independent Contractor becomes unable to perform services under this Agreement by reason of illness, disability or death, compensation shall cease upon the happening of the event. Such event must be verified by a licensed physician within the State.

**VIII. ASSIGNMENT.** Neither party may assign this Agreement without the express written consent of the other party.

**IX. OWNERSHIP.** Independent Contractor is acting solely as an Independent Contractor for services provided and nothing contained in this Agreement shall be deemed or interpreted to constitute the Independent Contractor as a partner, agent or employee of the Company, nor shall either party have any authority to bind the other.

**X. ENTIRE AGREEMENT.** 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.

**XI. WRITTEN NOTICE.** All notices 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 to the party's address written in Section I.

**XII. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of \_\_\_\_\_.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date first above written.

**Independent Contractor's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Company's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_