

# INDEPENDENT CONTRACTOR AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

This Independent Contractor Agreement (the “Agreement”) is entered into between:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email/Phone: \_\_\_\_\_

## Independent Contractor:

Full Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email/Phone: \_\_\_\_\_

### 1. Engagement and Services

Company hereby engages Contractor, and Contractor accepts engagement, to provide the services described herein (the “Services”) as an independent contractor, and not as an employee of the Company. Contractor shall determine the method, details, and means of performing the Services.

### 2. Term of Agreement

This Agreement shall commence upon execution by both parties and shall continue until terminated by either party in accordance with this Agreement.

### 3. Compensation

Company agrees to pay Contractor as specified in the attached Schedule A. Contractor shall be solely responsible for all expenses incurred in performing the Services unless otherwise agreed in writing.

### 4. Independent Contractor Status

Contractor is and shall remain an independent contractor and is not an employee, agent, partner, or joint venturer of the Company. Contractor shall not be entitled to any Company employee benefits, including but not limited to health insurance, retirement plans, or paid leave.

### 5. Taxes and Withholding

Contractor is solely responsible for payment of all federal, state, and local taxes arising from compensation and other amounts paid under this Agreement, including income tax, self-employment tax, and any other applicable taxes. Company shall not withhold any taxes from payments to Contractor.

### 6. Confidentiality

Contractor agrees to maintain the confidentiality of all proprietary or confidential information disclosed by Company during the term of this Agreement and thereafter. This obligation shall survive termination of this Agreement.

### 7. Intellectual Property

All works, inventions, developments, improvements, trade secrets, and other intellectual property created or developed by Contractor in connection with the Services shall be the sole and exclusive property of Company. Contractor hereby

assigns all rights, title, and interest in such intellectual property to Company.

#### **8. Non-Solicitation**

During the term of this Agreement and for a period of one (1) year thereafter, Contractor shall not directly or indirectly solicit or attempt to solicit the business or patronage of any customer, client, or employee of Company.

#### **9. Indemnification**

Contractor shall indemnify, defend, and hold harmless Company and its officers, directors, agents, and employees from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or related to Contractor's performance of the Services or breach of this Agreement.

#### **10. Insurance**

Contractor shall maintain at Contractor's expense insurance coverage as required by applicable law or as reasonably requested by Company, including general liability and workers' compensation insurance where applicable.

#### **11. Termination**

Either party may terminate this Agreement at any time upon written notice to the other party. Upon termination, Contractor shall cease all Services and deliver to Company all work product, materials, and confidential information.

#### **12. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflicts of law principles. Any litigation arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **13. Dispute Resolution**

The parties agree to attempt in good faith to resolve any dispute arising from this Agreement promptly by negotiation. If the dispute cannot be resolved by negotiation, the parties agree to submit to mediation prior to commencing any litigation.

#### **14. No Waiver**

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of such right or any other rights.

#### **15. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

#### **16. Entire Agreement**

This Agreement, including all schedules and attachments hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations, whether oral or written.

#### **17. Amendments**

This Agreement may be amended or modified only by a writing signed by both parties.

#### **18. Assignment**

Contractor may not assign or delegate any rights or obligations under this Agreement without the prior written consent of Company.

#### **19. Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when

delivered in person, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses set forth herein.

**20. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed as valid as original signatures.

**COMPANY AUTHORIZED SIGNATURE**

**CONTRACTOR SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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