

SIMPLE INDEPENDENT CONTRACTOR AGREEMENT

Parties: _____

Contractor Information:

Full Name/Company: _____

Address: _____

Phone/Email: _____

Client Information:

Full Name/Company: _____

Address: _____

Phone/Email: _____

Agreement Details:

Scope of Work: _____

Payment Terms: _____

Payment Amount (USD): _____

1. Engagement

Client hereby engages Contractor, and Contractor accepts such engagement, to perform the services described in the Scope of Work above, in accordance with the terms and conditions set forth in this Agreement.

2. Independent Contractor Status

Contractor is an independent contractor and shall not be deemed an employee, agent, partner, or joint venturer of Client. Contractor shall have no authority to bind Client or incur obligations on Client's behalf without prior written consent.

3. Compensation

Client shall pay Contractor the agreed Payment Amount according to the Payment Terms specified above. Contractor shall be responsible for all expenses incurred unless otherwise agreed in writing.

4. Term and Termination

This Agreement shall commence upon execution and continue until completion of the services unless terminated earlier by either party upon written notice. Upon termination, Client shall pay Contractor for all work performed up to the termination date.

5. Taxes and Benefits

Contractor acknowledges sole responsibility for all federal, state, and local taxes, contributions, and benefits arising from the compensation paid under this Agreement. Client shall not withhold any taxes or provide benefits to Contractor.

6. Confidentiality

Contractor agrees to maintain in confidence all proprietary or confidential information disclosed by Client and shall not use or disclose such information except as expressly permitted by this Agreement or required by law.

7. Work Product and Intellectual Property

All work product created by Contractor in connection with the services shall be the sole and exclusive property of

Client. Contractor hereby assigns all rights, title, and interest in such work product to Client.

8. Warranties and Representations

Contractor represents and warrants that the services will be performed in a professional and workmanlike manner and in accordance with industry standards. Contractor further warrants that the performance of services does not infringe any third party rights.

9. Indemnification

Contractor agrees to indemnify, defend, and hold harmless Client from any claims, damages, liabilities, costs, and expenses arising from Contractor's performance or breach of this Agreement.

10. Limitation of Liability

In no event shall either party be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement.

11. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the United States and the applicable state law. Any disputes arising hereunder shall be resolved exclusively in the federal or state courts located in the agreed jurisdiction.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, negotiations, or agreements regarding the subject matter herein. Any amendments must be in writing and signed by both parties.

13. Notices

All notices under this Agreement shall be in writing and delivered by hand, mail, courier, or electronic means with confirmation of receipt, to the addresses set forth above or as updated by written notice.

14. Severability

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

15. Waiver

Failure by either party to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

16. Counterparts

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.

17. Headings

Headings are for convenience only and shall not affect the interpretation of this Agreement.

18. Assignment

Neither party may assign this Agreement or its rights without the prior written consent of the other party.

19. Compliance with Laws

Contractor shall comply with all applicable laws, regulations, and ordinances in the performance of services hereunder.

20. Non-Exclusivity

Contractor may perform services for others during the term of this Agreement, provided such services do not conflict with Contractor’s obligations hereunder.

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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