

CONTRACTOR AGREEMENT

Location: _____ Date: _____

Contractor Information:

Full Name or Business Name: _____

Business Address: _____

Phone/Email: _____

Licenses/Certifications: _____

Client Information:

Full Name or Business Name: _____

Business Address: _____

Phone/Email: _____

Scope of Work:

Contractor agrees to perform the work described herein (the "Work") in a professional and workmanlike manner, in accordance with all applicable laws, regulations, and industry standards. Detailed specifications, plans, and schedules shall be attached as exhibits to this Agreement.

Payment Terms:

Client agrees to pay Contractor the sum agreed upon for the Work, according to the payment schedule established in the attached exhibits. Payments shall be made upon invoice, and any late payments shall be subject to interest at the maximum rate permitted by law.

Term and Termination:

This Agreement shall commence upon execution and continue until completion of the Work, unless earlier terminated by either party with written notice. Termination shall not relieve Client from payment obligations for Work performed prior to termination.

Independent Contractor Status:

Contractor is an independent contractor and not an employee or agent of Client. Contractor shall be solely responsible for payment of all taxes, insurance, and benefits applicable to its employees and operations.

Compliance with Laws:

Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the performance of the Work, including but not limited to workplace safety and employment laws.

Warranties and Representations:

Contractor represents and warrants that it has the necessary skills, licenses, and qualifications to perform the Work and that all Work will be performed in a professional and workmanlike manner. Contractor further warrants that materials used will be new and of good quality unless otherwise specified.

Indemnification:

Contractor agrees to indemnify, defend, and hold harmless Client, its agents, employees, and representatives from and against any and all claims, damages, liabilities, losses, and expenses arising out of or resulting from Contractor's performance of the Work, including claims of bodily injury or property damage, except to the extent caused by Client's negligence or willful misconduct.

Insurance:

Contractor shall maintain insurance coverage appropriate to the Work, including general liability and workers' compensation insurance, and shall provide certificates of insurance upon request.

Limitation of Liability:

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable to the other for consequential, incidental, or punitive damages arising from this Agreement.

Dispute Resolution:

The parties agree to attempt to resolve any disputes arising under this Agreement through good faith negotiations. If unresolved, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association and the laws of the state specified below.

Governing Law; Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. Venue for any disputes shall be exclusively in the state or federal courts located in _____ County, _____.

Entire Agreement; Amendments:

This Agreement contains the entire understanding of the parties and supersedes all prior agreements, negotiations, and representations, whether oral or written. Any amendments must be in writing and signed by both parties.

Severability:

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

Waiver:

Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Force Majeure:

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, governmental actions, strikes, or natural disasters.

Confidentiality:

The parties agree to keep confidential any proprietary or sensitive information disclosed during the course of this Agreement, except as required by law.

Signatures; Counterparts:

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

CONTRACTOR SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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