

INDEPENDENT CONTRACTOR AGREEMENT

Location: _____ Date: _____

Parties:

Contractor Name: _____

Contractor Address: _____

Client Name: _____

Client Address: _____

1. Engagement of Services

Client hereby engages Contractor, and Contractor accepts such engagement, to perform the services (the "Services") set forth in Section 2 below, subject to the terms and conditions of this Agreement.

2. Description of Services

Contractor agrees to perform the following services for Client:

Contractor shall determine the method, details, and means of performing the Services.

3. Term and Termination

This Agreement shall commence upon execution by both parties and shall continue until the completion of the Services unless terminated earlier by either party upon written notice. Upon termination, Contractor shall cease work and deliver any work product completed to date. Client shall pay Contractor for all Services performed through the date of termination.

4. Compensation

Client shall pay Contractor as follows:

Payments shall be made upon invoice within _____ days of receipt. No other compensation or benefits shall be payable.

5. Independent Contractor Status

Contractor is engaged as an independent contractor. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, partnership, joint venture, or agency between Client and Contractor. Contractor shall have no authority to bind Client.

6. Confidentiality

Contractor agrees to maintain in confidence all proprietary or confidential information disclosed by Client during the term of this Agreement, and not to use or disclose such information except as necessary to perform the Services or as required by law.

7. Intellectual Property

All work product, inventions, designs, developments, improvements, and materials created by Contractor in the performance of the Services shall be the sole and exclusive property of Client. Contractor hereby assigns to Client all right, title, and interest in and to the work product.

8. Representations and Warranties

Contractor represents and warrants that (a) Contractor has the right and authority to enter into and perform this Agreement; (b) the Services will be performed in a professional, competent, and workmanlike manner; and (c) Contractor is not bound by any agreement or restriction inconsistent with this Agreement.

9. Indemnification

Contractor shall indemnify, defend, and hold Client and its officers, directors, and employees harmless from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to Contractor's gross negligence, willful misconduct, or breach of this Agreement.

10. Limitation of Liability

IN NO EVENT SHALL CLIENT BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Non-Solicitation

During the term of this Agreement and for a period of one year thereafter, Contractor shall not directly or indirectly solicit, induce, or attempt to induce any employee or independent contractor of Client to terminate their relationship with Client.

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 conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located within _____ County, _____.

13. Arbitration

Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration conducted in accordance with the rules of the American Arbitration Association. The arbitration shall take place in _____, and the arbitrator's decision shall be final and binding.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, and communications, whether written or oral, relating to the subject matter hereof.

15. Amendments

Any amendment or modification of this Agreement shall be in writing and signed by both parties.

16. Severability

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

17. Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

18. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail return receipt requested, or by nationally recognized overnight courier, addressed to the parties at their addresses set forth above or such other address as either party may designate by notice hereunder.

19. Counterparts

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

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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