

LANCE PROGRAMMER CONTRACT AGREEMENT

Location: _____ Effective Date: _____

Contractor Information:

Full Name: _____

Address: _____

Phone / Email: _____

Client Information:

Company / Individual Name: _____

Address: _____

Phone / Email: _____

Engagement Details:

Project Description: _____

Scope of Work:

Contractor agrees to provide programming services as detailed in the project description, including but not limited to software development, debugging, testing, and delivery of code according to Client specifications. All work shall be performed in a professional and timely manner and in accordance with industry standards.

Term and Termination:

This Agreement shall commence upon the Effective Date and shall continue until the completion of the services or until terminated by either party with at least fourteen (14) calendar days written notice. Termination shall not relieve the Client of the obligation to pay for services rendered prior to termination.

Compensation and Payment Terms:

Client agrees to pay Contractor the total amount agreed upon for the services delivered. Payments shall be made in USD by wire transfer, check, or other mutually agreed method. Invoices will be issued according to the agreed schedule and are payable within thirty (30) days of receipt. Late payments shall accrue interest at a rate of 1.5% per month or the maximum allowed by law, whichever is less.

Independent Contractor Relationship:

Contractor is engaged as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor shall be solely responsible for all taxes, insurance, and benefits.

Confidentiality:

Contractor agrees to maintain the confidentiality of all proprietary or confidential information received from Client

during the term of this Agreement and thereafter, and shall not disclose such information without Client's prior written consent, except as required by law.

Intellectual Property Rights:

All work product created by Contractor pursuant to this Agreement shall be the sole and exclusive property of Client. Contractor hereby assigns all rights, title, and interest in such work product to Client. Contractor retains no rights to use or disseminate the work product without Client's prior written approval.

Warranties and Disclaimers:

Contractor represents that the services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. Except as expressly stated in this Agreement, Contractor disclaims all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

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 relating to this Agreement, regardless of the cause of action, even if advised of the possibility of such damages. The total liability of Contractor for any claim related to this Agreement shall not exceed the total compensation paid by Client to Contractor under this Agreement.

Indemnification:

Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of this Agreement or the gross negligence or willful misconduct of the indemnifying party.

Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any disputes arising under or in connection with this Agreement shall be resolved exclusively in the state or federal courts located in _____ County, _____.

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 and the invalid provision shall be replaced with a valid provision reflecting the parties' original intent as closely as possible.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral. No amendment or modification shall be effective unless in writing and signed by both parties.

Counterparts and Electronic Signatures:

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. Signatures exchanged by electronic means (including PDF) shall be deemed original signatures.

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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