

INDEPENDENT CONTRACTOR AGREEMENT

Location: _____ Date: _____

PARTIES:

This Independent Contractor Agreement (the "Agreement") is made by and between:

Contractor Name: _____

Address: _____

Phone/Email: _____

AND

Client Name: _____

Address: _____

Phone/Email: _____

RECITALS:

WHEREAS, Contractor agrees to perform certain services for Client as an independent contractor, and Client desires to engage Contractor to provide such services under the terms and conditions set forth herein.

1. Services

Contractor agrees to perform the services described in Exhibit A attached hereto (the "Services"). Contractor shall determine the method, details, and means of performing the Services.

2. Term

This Agreement shall commence on the effective date and continue until terminated pursuant to Section 7 herein.

3. Compensation

Client shall pay Contractor as set forth in Exhibit B attached hereto. Contractor shall be solely responsible for all expenses incurred while performing services under this Agreement unless otherwise agreed in writing.

4. Independent Contractor Relationship

Contractor is an independent contractor and not an employee, partner, or agent of Client. Contractor shall have no authority to bind Client in any manner.

5. Taxes and Benefits

Contractor shall be solely responsible for payment of all taxes, insurance premiums, and benefits arising from compensation paid to Contractor. Client shall not provide benefits to Contractor.

6. Confidentiality

Contractor agrees to keep confidential all proprietary information obtained from Client during the term of this Agreement and thereafter, except as required by law or with Client's prior written consent.

7. Termination

Either party may terminate this Agreement at any time upon written notice to the other party. Upon termination, Client shall pay Contractor for all services performed through the date of termination.

8. Ownership of Work Product

All work product produced by Contractor under this Agreement shall be the sole and exclusive property of Client, and Contractor hereby assigns all rights, title, and interest in such work product to Client.

9. Indemnification

Contractor agrees to indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from any claims, damages, liabilities, and expenses arising from Contractor's performance of services or breach of this Agreement.

10. Insurance

Contractor shall maintain adequate general liability and professional liability insurance coverage as required by applicable law or Client.

11. Non-Solicitation

During the term of this Agreement and for a period of one year thereafter, Contractor shall not solicit or hire any employee or independent contractor of Client without Client's prior written consent.

12. Governing Law

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.

13. Dispute Resolution

Any disputes arising under or related to this Agreement shall be resolved first through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

14. Notices

All notices under this Agreement shall be in writing and delivered by hand, certified mail, or recognized overnight courier to the addresses set forth above or such other address as a party may designate by written notice.

15. Entire Agreement

This Agreement and any exhibits attached constitute the entire agreement between the parties and supersede all prior agreements and understandings, whether written or oral.

16. Amendments

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

17. Severability

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

18. Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

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.

20. Signatures

The parties have executed this Agreement as of the date first written above by their duly authorized representatives.

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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