

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made effective as of the date signed below by and between:

Company:

Legal Name: _____

Address: _____

Contact Person: _____

Contractor:

Full Name: _____

Address: _____

Phone/Email: _____

1. Engagement of Services

Company hereby engages Contractor, and Contractor accepts engagement, to perform the services described herein under the terms and conditions of this Agreement.

2. Independent Contractor Status

Contractor shall perform all services as an independent contractor and not as an employee, agent, or representative of Company. Contractor acknowledges that Contractor is not entitled to any benefits that Company provides to its employees.

3. Scope of Work

Contractor shall provide the services set forth in Exhibit A attached hereto and incorporated herein by this reference, and any additional services agreed upon in writing by both parties.

4. Compensation

Company shall pay Contractor as specified in Exhibit B. Contractor shall be responsible for all taxes and other obligations arising from the compensation received under this Agreement.

5. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement unless otherwise agreed upon in writing.

6. Term and Termination

This Agreement shall commence on the effective date and continue until terminated by either party upon written notice. Termination shall not relieve Company of its obligation to pay for services rendered prior to termination.

7. Confidentiality

Contractor agrees to keep confidential and not disclose to third parties any proprietary or confidential information disclosed by Company during the term of this Agreement and thereafter.

8. Ownership of Work Product

All work product created by Contractor in connection with services performed under this Agreement shall be the exclusive property of Company. Contractor hereby assigns all rights, title, and interest in such work product to Company.

9. Warranty and Representations

Contractor represents and warrants that services will be performed in a professional and workmanlike manner in accordance with industry standards and all applicable laws.

10. Indemnification

Contractor shall indemnify and hold harmless Company from and against any and all claims, liabilities, damages, expenses, or losses arising out of Contractor's performance under this Agreement.

11. Insurance

Contractor shall maintain appropriate insurance coverage as required by law and appropriate for the services rendered and provide certificates of insurance to Company upon request.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing services under this Agreement.

13. Non-Exclusivity

Nothing in this Agreement shall prevent Contractor from providing services to other clients or Company from engaging other contractors.

14. Non-Solicitation

During the term of this Agreement and for a period of one year thereafter, Contractor shall not solicit employees or clients of Company for competitive purposes.

15. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved first through good-faith negotiations between the parties. If unresolved, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

16. Governing Law

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.

17. Entire Agreement

This Agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

18. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

19. Severability

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

20. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent by nationally recognized overnight courier, certified mail, or by electronic means with confirmation.

21. Waiver

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

22. Counterparts

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

23. Signatures

The parties below have executed this Independent Contractor Agreement as of the dates indicated below.

COMPANY NAME / AUTHORIZED SIGNATORY

CONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

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