



SAMPLE: Independent Contractor Agreement

Consult your business attorney to develop an agreement that reflects your specific needs. This document is ONLY for REFERENCE.

AGREEMENT BETWEEN <COMPANY NAME>” (hereinafter “Company”) located at <ADDRESS> and <NAME OF CONTRACTOR>, an Independent Contractor ("Independent Contractor"). The Independent Contractor shall be identified as follows:

Name: <NAME OF CONTRACTOR> (hereinafter “Independent Contractor)

Type of Entity: Individual Sole proprietorship Partnership Corporation

Address: _____

City/State/ZIP: _____

Business Telephone: _____

Social Security or Employer Identification Number: _____

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows: Work to Be Performed Company desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

Term of Agreement

The services called for under this Agreement shall commence on <DATE> and terminate on <DATE>.

Technical Direction

The Independent Contractor shall receive technical direction only from <NAME> or his or her designee, as authorized in writing.

Terms of Payment

Company shall pay the Independent Contractor according to the following terms and conditions:

Reimbursement of Expenses

Company shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

Federal, State, and Local Payroll Taxes

Company shall not withhold or pay federal, state, or local income taxes or payroll taxes of any kind on behalf of the Independent Contractor or the employees of the Independent Contractor. Company shall not treat the Independent Contractor as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

Notice to Independent Contractor about Its Tax Duties and Liabilities

The Independent Contractor understands that he or she is responsible to pay, according to law, the Independent Contractor's federal and state income taxes, and that Company is not withholding or paying any portion of Independent Contractor's taxes. If the Independent Contractor is not a corporation, the Independent Contractor further understands that the Independent Contractor may be liable for self-employment (Social Security) tax, to be paid by the Independent Contractor according to law.

Responsibility for Workers' Compensation

No workers' compensation insurance shall be obtained by Company covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor.

Termination of Agreement

This Agreement may be terminated at any time by Company or the Independent Contractor, by written notice to the other party. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the parties at the addresses set forth in this Agreement. Company shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

Independent Contractor Status

The Independent Contractor expressly represents and warrants to Company that (1) he or she is not and shall not be construed to be an employee of the company and that his or her status shall be that of an independent contractor solely responsible for his or her actions and inactions; (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of Company; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of Company or to otherwise create obligations of Company to third parties.

Assignability

This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of Company.

Choice of Law

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of <YOUR STATE>.

Agreement

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

Confidential Matters and Proprietary Information

The Independent Contractor recognizes that during the course of contract performance he or she may acquire knowledge or confidential business information or trade secrets. The Independent Contractor agrees to keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his or her own benefit or for the benefit of another, either during or after contract performance, any confidential business information or trade secrets. Upon termination or expiration of this Agreement, Independent Contractor shall deliver all records, data, information, and other computer media or documents produced or acquired during the performance of this Agreement and all copies thereof to Company. Such material shall remain the property of Company. This obligation of confidence shall not apply with respect to information that (1) is available to the Independent Contractor from third parties on an unrestricted basis; or (2) is disclosed by Company to others on an unrestricted basis.

Conflicts of Interest

The Independent Contractor shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any subcontractor or supplier to Company, or serve in any of the foregoing capacities for any of Company's competitors or prospective competitors, without giving prior written notification to Company. The Independent Contractor hereby warrants that there is no conflict of interest between the Independent Contractor's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. The Independent Contractor shall advise Company if a conflict of interest arises in the future.

Inventions, Patents, Trademarks

The terms "work," "trademark," and "invention" include anything created for Company by the Independent Contractor, whether alone or with others, and whether those others be independent contractors, employees, or agents of Company. 1. The term "work" means any and all writings, designs, models, drawings, photographs, physical property, reports, etc., that are protectable under Title 17 of the U.S. Code. 2. The term "trademark" means any name, word, phrase, logo, design, or other graphic depiction generated during the performance of this Agreement that is or can be used to describe either a product or service of Company. 3. The term "invention" means any designs, processes, inventions, or discoveries that may be patentable or otherwise protectable under Title 35 of the U.S. Code.

Work Made for Hire

During the performance of this agreement, the Independent Contractor may create certain works for Company that may be copyrighted under the laws of the United States. To the extent that any such works are created, the Independent Contractor will be considered to have created a work made for hire

as defined in 17 U.S.C. § 101, and Company shall have the sole right to the copyright. If any work created by the Independent Contractor does not qualify as a work for hire, the Independent Contractor agrees to assign his or her right in the work to Company, as provided below.

Title to Works, Trademarks, and Inventions Produced

It is understood and agreed that the entire right, title, and interest throughout the world to all works, trademarks, and/or inventions that are conceived of, prepared, procured, generated, or produced, whether or not reduced to practice, by the Independent Contractor, either solely or jointly with others during the course of, in connection with, or as related to the performance of this Agreement, shall be and hereby are vested and assigned by the Independent Contractor to Company. The Independent Contractor agrees to execute any and all documents prepared by Company and to do all other lawful acts as may be required by Company to establish, document, and protect such rights. The Independent Contractor has acquired or shall acquire from each of his or her employees, consultants, and subcontractors, if any, the necessary rights to all such works, trademarks, and inventions produced by such employees, consultants, and subcontractors, within the scope of their employment by the Independent Contractor in performing services under this Agreement. The Independent Contractor shall obtain the cooperation of each such employee to secure to Company or its nominees the rights Company may acquire in accordance with the provisions of this clause.

Reports

The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

Security Regulations

The Independent Contractor shall comply with all applicable security regulations of Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of <DATE>.

INDEPENDENT CONTRACTOR

By _____
Print name _____
Title (if applicable) _____

COMPANY

By _____
Print name _____
Title (if applicable) _____