**INDEPENDENT CONTRACTOR AGREEMENT**

Effective Date: [DATE]

**PARTIES**

This Independent Contractor Agreement ("Agreement") is entered into by and between:

Client: [CLIENT NAME], a [STATE] [ENTITY TYPE], with a principal place of business at [ADDRESS] ("Client");

and

Contractor: [CONTRACTOR NAME], an individual/[ENTITY TYPE] with a principal place of business at [ADDRESS] ("Contractor").

Client and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, Client desires to engage Contractor to perform certain services as described herein; and

WHEREAS, Contractor represents that it has the skills, experience, and qualifications to perform such services; and

WHEREAS, the Parties wish to establish the terms and conditions under which Contractor will provide services to Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. SERVICES**

1.1 Scope of Services. Contractor agrees to perform the services described in Exhibit A attached hereto and incorporated herein by reference (the "Services").

1.2 Performance Standards. Contractor shall perform the Services in a professional and workmanlike manner, consistent with industry standards and in accordance with the specifications set forth in Exhibit A.

1.3 Additional Services. Any services not specifically described in Exhibit A shall require a separate written agreement or amendment to this Agreement signed by both Parties.

**2. COMPENSATION**

2.1 Fees. Client shall pay Contractor for the Services according to the fee schedule set forth in Exhibit B attached hereto.

2.2 Payment Terms. Unless otherwise specified in Exhibit B, payment is due within [30] days of receipt of a proper invoice. Invoices shall include a description of Services performed and applicable time periods.

2.3 Expenses. Client shall reimburse Contractor for all reasonable, pre-approved out-of-pocket expenses incurred in connection with the Services, provided Contractor submits appropriate documentation.

2.4 Taxes. Contractor shall be solely responsible for all federal, state, and local taxes arising from compensation received under this Agreement, including self-employment taxes.

**3. INDEPENDENT CONTRACTOR STATUS**

3.1 Relationship. Contractor is an independent contractor and not an employee, partner, agent, or joint venturer of Client. Nothing in this Agreement shall be construed to create an employment relationship.

3.2 No Benefits. Contractor shall not be entitled to any employee benefits, including but not limited to health insurance, retirement benefits, paid time off, or workers' compensation.

3.3 Control. Contractor retains sole control over the manner and means of performing the Services, including the choice of work location, work hours, and methods of performance, subject to the deliverables and deadlines specified herein.

3.4 Equipment. Contractor shall provide all equipment, tools, and materials necessary to perform the Services, unless otherwise agreed in writing.

**4. TERM AND TERMINATION**

4.1 Term. This Agreement shall commence on the Effective Date and shall continue until [END DATE] or completion of the Services, whichever occurs first, unless earlier terminated as provided herein.

4.2 Termination for Convenience. Either Party may terminate this Agreement at any time upon [30] days' prior written notice to the other Party.

4.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) materially breaches this Agreement and fails to cure such breach within [15] days of receiving written notice; or (b) becomes insolvent or files for bankruptcy.

4.4 Effect of Termination. Upon termination: (a) Client shall pay Contractor for all Services performed and expenses incurred through the termination date; (b) Contractor shall deliver all completed and in-progress work product to Client; and (c) each Party shall return all confidential information to the other Party.

**5. INTELLECTUAL PROPERTY**

5.1 Work Product. All deliverables, materials, and other work product created by Contractor specifically for Client under this Agreement ("Work Product") shall be considered "work made for hire" and shall be the sole and exclusive property of Client.

5.2 Assignment. To the extent any Work Product does not qualify as "work made for hire," Contractor hereby irrevocably assigns to Client all right, title, and interest in and to such Work Product.

5.3 Contractor Materials. Contractor retains all right, title, and interest in and to any pre-existing materials, tools, or methodologies owned by Contractor ("Contractor Materials"). Contractor grants Client a non-exclusive, perpetual, royalty-free license to use any Contractor Materials incorporated into the Work Product.

**6. CONFIDENTIALITY**

6.1 Confidential Information. Contractor agrees to maintain the confidentiality of all proprietary, non-public information received from Client ("Confidential Information") and shall not disclose such information to third parties without Client's prior written consent.

6.2 Survival. The confidentiality obligations under this Section shall survive termination of this Agreement for a period of [3] years.

**7. REPRESENTATIONS AND WARRANTIES**

7.1 Contractor represents and warrants that: (a) it has the right to enter into this Agreement; (b) the Services will be performed in a professional manner; (c) the Work Product will be original and will not infringe any third-party intellectual property rights; and (d) it will comply with all applicable laws and regulations.

**8. INDEMNIFICATION**

8.1 Contractor agrees to indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all claims, damages, losses, and expenses arising from: (a) Contractor's breach of this Agreement; (b) Contractor's negligence or willful misconduct; or (c) any claim that the Work Product infringes any third-party intellectual property rights.

**9. LIMITATION OF LIABILITY**

9.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

**10. GENERAL PROVISIONS**

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of [STATE/COUNTRY], without regard to its conflict of laws principles.

10.2 Entire Agreement. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof.

10.3 Amendment. This Agreement may not be amended except by a written instrument signed by both Parties.

10.4 Assignment. Contractor may not assign this Agreement without Client's prior written consent.

10.5 Notices. All notices under this Agreement shall be in writing and sent to the addresses set forth above.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.**

CLIENT:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [PRINT NAME]

Title: [TITLE]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [PRINT NAME]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A - SCOPE OF SERVICES**

[DESCRIBE SERVICES IN DETAIL]

**EXHIBIT B - COMPENSATION**

[DESCRIBE PAYMENT TERMS AND FEE SCHEDULE]