

INDEPENDENT CONTRACTOR AGREEMENT

PAGE 1 of 2

Name of Company [Company]

Address

Name Contractor [Contractor]

Social Security Number / EIN

Address

Phone Number

Alternate Number

Email Address

Trade, Business or Profession

Company hereby contracts with Contractor, and Contractor agrees to perform the following services in accordance with the terms and conditions outlined in this Contract. If appropriate, attach a copy of any additional terms.

Contractor will perform services _____
in accordance with this contract at _____.

Company shall pay Contractor a fee of \$_____ for the satisfactory completion of all work.

The fee shall be paid:

In installment payments on the following schedule: _____

Other: _____

Signatures:

Contractor (Also Sign Page 2)

Date

Company

Date

Print Name

Title

TERMS AND CONDITIONS - Page 2 of 2

Contractor and Company agree that Contractor shall perform the services described on PAGE 1 according to the following terms and conditions:

A. **Termination.** This Contract may be terminated by either party upon ten (10) days' written notice. Upon termination, a written report of work completed and the status of the project, including all materials completed or in progress, research findings or other products previously produced by the Contractor, shall become the property of Company and shall immediately be delivered by Contractor to Company. In the event of cancellation of this Contract, any amounts previously advanced to Contractor for which satisfactory work has not been completed shall be refunded to Company, and Contractor shall release to Company all copies and all rights to all of the written materials produced under this Contract. Immediately upon any cancellation notice, Contractor shall not perform any further work, and Company shall not make any further payment.

B. **Time Devoted by Contractor.** It is understood and agreed that Contractor will spend a sufficient number of hours in fulfilling the duties and obligations under this Contract. The particular amount of time may vary from day-to-day and week-to-week.

C. **Payment.** The fee for the work is stipulated on PAGE 1 and is payable according to the terms specified therein.

D. **Independent Contractor.** Both Company and Contractor understand and agree that Contractor is at all times and shall remain an independent contractor in the performance of the duties under this Contract and shall not be considered an agent, employee, partner of, or joint venturer or joint employer with Company. Contractor hereby acknowledges that she/he is an independent contractor and has no authority to represent, obligate, or bind Company in any manner or to any extent. Contractor is to do work according to Contractor's best judgment and methods, without being subject to the control of Company except as to the quality of the final product. Because Company will not control the manner of performing services, it will not be liable for the negligence of Contractor or Contractor's employees or agents, and Contractor will indemnify Company for any claims resulting therefrom, including attorney's fees. Under this Contract, there will be no deductions for withholding income or Social Security taxes, and Contractor shall file all applicable tax returns and pay all taxes due thereon. **Interns are responsible for reporting all taxable income to the IRS.** Company will not obtain Worker's Compensation Insurance or State Unemployment Insurance for Contractor or Contractor's employees. Contractor will not be eligible for, or entitled to, any benefits normally provided for employees of Company.

E. **Confidential Information.** Contractor agrees that any information received by Contractor during any activities under this Contract, which concerns the personal, financial, or other affairs of Company, will be treated by Contractor in full confidence and will not be revealed to any other persons, firms, or organizations.

F. **Indemnity.** Contractor hereby agrees that all work and services performed and all personnel provided and/or hired under this Contract (with exception of employees of Company) shall be covered by Contractor's worker's compensation insurance and general liability insurance, and that Contractor shall be solely responsible for and shall indemnify, hold harmless, and defend Company with respect to any and all actions, suits, causes of action, or damages based upon or arising out of any work performed hereunder by Contractor or any person hired by Contractor.

G. **Approvals and Changes.** Company shall have the right of review, and approval, or disapproval at all stages of the services to be delivered under this Contract.

H. **Title/Ownership.** Contractor understands and agrees that title to all items prepared and produced by Contractor for Company under this Contract shall be solely the property of Company, and Contractor shall have no right or interest therein. Further, all materials of whatever kind are works made for hire under federal law; all rights for publication will be held by Company; and the copyright will be owned by Company. Without limiting the generality of the foregoing, Company shall own all rights in and to all items prepared and any programs, products, and files that result or are derived therefrom.

I. **Entire Agreement.** This Contract represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, representations, and writings between the parties relating hereto. No modification, alteration, waiver, or change in any of the terms of this Contract shall be valid or binding upon the parties hereto unless expressed in writing signed by both parties. This Contract shall be deemed to be fully understood, satisfactory, and in effect when signed by all parties indicated below but shall not be binding on Company until approved by its appropriate officials.

J. **Governing Law and Venue.** It is understood and agreed by the parties that this Contract shall be construed in accordance with the laws of _____ (state where Company is located) and that any litigation in connection with this Agreement shall be determined by a court proceeding in _____ (city and state where Company is located).

These Terms Have Been Read and Agreed to By:

Contractor

Date

Company

Date

Print Name

Title