

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of the _____ day of _____, 20__, by and between:

Business Name: _____ ("Company"), having its principal place of business at _____, and

Contractor Name: _____ ("Contractor"), having an address at _____.

WHEREAS, the Company desires to engage the Contractor to perform certain services as described herein, and the Contractor desires to perform such services for the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. SERVICES

Contractor agrees to perform the following services:

_____ ("Services"). The Contractor shall determine the method, details, and means of performing the Services. The Contractor agrees to perform the Services in a professional and timely manner.

2. TERM

This Agreement shall commence on the _____ day of _____, 20__, and shall continue until the completion of the Services or until terminated as provided herein. The term may be extended by mutual written agreement of the parties.

3. COMPENSATION

The Company agrees to pay the Contractor the sum of _____ for the Services. Payment shall be made as follows: _____ . The Contractor shall submit invoices to the Company for Services rendered, and the Company shall pay such invoices within _____ days of receipt.

4. INDEPENDENT CONTRACTOR STATUS

The Contractor is an independent contractor and not an employee of the Company. The Contractor shall have no authority to bind the Company in any manner. The Contractor shall be responsible for all taxes, insurance, and benefits related to the performance of the Services.

5. EXPENSES

The Contractor shall be responsible for all expenses incurred in performing the Services unless otherwise agreed in writing by the Company. Any expenses to be reimbursed by the Company must be pre-approved in writing.

6. CONFIDENTIALITY

The Contractor agrees to maintain the confidentiality of any proprietary or confidential information disclosed by the Company during the term of this Agreement. This obligation shall survive the termination of this Agreement.

7. INTELLECTUAL PROPERTY

Any intellectual property developed by the Contractor in connection with the Services shall be the exclusive property of the Company. The Contractor agrees to assign all rights, title, and

interest in such intellectual property to the Company.

8. TERMINATION

Either party may terminate this Agreement upon _____ days' written notice to the other party. The Company may terminate this Agreement immediately for cause, including but not limited to a breach of this Agreement by the Contractor.

9. INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Company from any and all claims, liabilities, damages, and expenses arising out of or in connection with the Contractor's performance of the Services.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any disputes arising under this Agreement shall be resolved in the courts located in _____ County, State of _____.

11. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or sent by recognized overnight courier to the addresses provided above.

12. SEVERABILITY

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

13. ENTIRE AGREEMENT

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

14. AMENDMENTS

This Agreement may only be amended by a written document signed by both parties.

15. DEFAULT AND REMEDIES

In the event of a default by either party, the non-defaulting party shall have all remedies available at law or in equity, including the right to seek injunctive relief and specific performance.

16. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, or natural disasters.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Company:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contractor:

Signature: _____

Printed Name: _____

Date: _____

Witness (if required):

Signature: _____

Printed Name: _____

Date: _____

Notarization (if required):

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of

_____, 20__, by

_____.

Notary Public: _____

My Commission Expires: _____