

INDEPENDENT CONTRACTOR AGREEMENT

CLIENT & CONTRACTOR — SERVICES FOR HIRE

AGREEMENT NO.

EFFECTIVE DATE

This Independent Contractor Agreement (the “Agreement”) sets out the terms under which the Contractor will provide services to the Client as an independent contractor, not as an employee.

1 THE PARTIES

CLIENT

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

CONTRACTOR

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

2 SERVICES

The Contractor will perform the services described below and deliver the results by the agreed dates. The Contractor controls the manner and means of performing the work.

DESCRIPTION OF SERVICES / DELIVERABLES

START DATE

END / COMPLETION DATE

3 INDEPENDENT CONTRACTOR STATUS

The Provider is an independent contractor, not an employee, partner, or agent of the Client. The Provider is responsible for its own taxes, insurance, tools, and any employees or subcontractors, and controls the manner and means of performing the Services. Nothing in this Agreement creates an employment, agency, or joint-venture relationship, and the Provider is not entitled to employee benefits.

4 COMPENSATION

The Client will pay the Contractor as set out below. The Contractor is responsible for all taxes on amounts received and will submit invoices as agreed.

RATE / FEE (\$)

BASIS (HOURLY / PROJECT / MILESTONE)

INVOICING FREQUENCY

PAYMENT TERMS (NET 15/30)

REIMBURSABLE EXPENSES (IF ANY)

LATE FEE (% / \$)

5 EXPENSES & EQUIPMENT

Unless stated above, the Contractor supplies its own equipment and tools and bears its own expenses. Pre-approved expenses are reimbursed at cost with receipts.

6 INTELLECTUAL PROPERTY

Unless stated otherwise, work product created specifically for the Client under this Agreement is a “work made for hire” and, to the extent it is not, the Contractor assigns it to the Client upon full payment. The Contractor retains its pre-existing materials and grants the Client a license to use them as part of the deliverables.

7 CONFIDENTIALITY

Each party may receive confidential or proprietary information of the other. The receiving party will use such information only to perform this Agreement, will not disclose it to third parties without consent, and will protect it with at least reasonable care. This obligation survives termination of the Agreement.

8 TERM & TERMINATION

This Agreement continues until the services are complete or either party terminates it on the notice below. The Client pays for work performed through termination.

TERMINATION NOTICE (DAYS)

EARLY-TERMINATION TERMS

9 LIMITATION OF LIABILITY & INDEMNIFICATION

To the maximum extent permitted by law, the Provider’s total liability arising out of or relating to this Agreement will not exceed the total fees paid under it, and neither party will be liable for indirect, incidental, special, or consequential damages. Each party agrees to indemnify and hold the other harmless from third-party claims arising from its own negligence, willful misconduct, or breach of this Agreement.

10 GENERAL TERMS

This Agreement is governed by the laws of the state identified below, without regard to its conflict-of-laws rules, and represents the entire agreement between the parties, superseding all prior discussions. It may be amended only by a writing signed by both parties. If any provision is held invalid, the remaining provisions remain in full force. Neither party is liable for delays or failures caused by events beyond its reasonable control (including weather, natural disasters, supply or labor shortages, or governmental action). Notices must be in writing and delivered to the addresses shown above. This Agreement may be signed in counterparts, including electronically.

GOVERNING STATE / JURISDICTION

11 ADDITIONAL TERMS

The parties may record additional agreed terms or special provisions below. Any handwritten addition or alteration should be initialed by all parties.

ADDITIONAL TERMS / SPECIAL PROVISIONS

By signing below, each party acknowledges that they have read and understood this Agreement and agree to be bound by all of its terms as of the Effective Date.

CLIENT SIGNATURE

PRINT NAME

DATE

TITLE / CAPACITY (IF SIGNING FOR AN ENTITY)

CONTRACTOR SIGNATURE

PRINT NAME

DATE

TITLE / CAPACITY (IF SIGNING FOR AN ENTITY)