

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is entered into on the _____ day of _____, 20____ (the "Effective Date"), by and between:

The Client: _____ located at _____ (hereinafter referred to as the "Client"), and

The Contractor: _____ located at _____ (hereinafter referred to as the "Contractor").

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

RECITALS

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

WHEREAS, the Contractor represents that they have the necessary qualifications, experience, and ability to assist and perform such services for the Client; and

WHEREAS, the Contractor is an individual willing to provide such services on an independent contractor basis;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

I. SERVICES

The Contractor agrees to perform the following services (the "Services") for the Client:

The Contractor shall determine the method, details, and means of performing the Services. The Client shall have no right to, and shall not, control the manner or determine the method of accomplishing the Services.

II. TERM AND TERMINATION

2.1. Term. This Agreement shall commence on the Effective Date and shall continue until: (Check one)

- The _____ day of _____, 20____.
- The completion of the Services described in Section I.
- Terminated by either Party in accordance with this Agreement.

2.2. Termination. This Agreement may be terminated:

- (a) By either Party upon providing _____ days' written notice to the other Party.
- (b) Immediately by the Client if the Contractor breaches any material provision of this Agreement or fails to perform the Services to the reasonable satisfaction of the Client.
- (c) Immediately by the Contractor if the Client fails to pay the Compensation when due.

2.3. Effect of Termination. Upon termination, the Client shall pay the Contractor for all Services performed and expenses incurred up to the date of termination.

III. COMPENSATION AND EXPENSES

3.1. Compensation. In consideration for the Services, the Client shall pay the Contractor as follows:

(Check one)

- Hourly Rate:** \$ _____ per hour.
- Fixed Fee:** A total fee of \$ _____ for the Services.
- Retainer:** \$ _____ per month.
- Commission:** _____
- Other:** _____

3.2. Payment Terms. The Contractor shall submit invoices to the Client: (Check one)

- Weekly
- Monthly

- Upon completion of the Services
 Other: _____

The Client shall pay undisputed invoices within _____ days of receipt.

3.3. Expenses. (Check one)

- The Client shall reimburse the Contractor for all reasonable and necessary pre-approved out-of-pocket expenses incurred in connection with the Services.
 The Contractor shall be solely responsible for all expenses incurred in the performance of the Services.

IV. INDEPENDENT CONTRACTOR STATUS

4.1. Status. The Contractor is an independent contractor and is not an employee, partner, or joint venturer of the Client. The Contractor shall not be entitled to any benefits provided by the Client to its employees, including but not limited to health insurance, vacation pay, sick leave, or retirement benefits.

4.2. Taxes. The Contractor is solely responsible for paying all federal, state, and local taxes, including self-employment taxes, social security, and Medicare taxes, on the Compensation received under this Agreement. The Client shall not withhold any taxes from payments made to the Contractor.

4.3. No Authority. The Contractor has no authority to bind the Client to any contract or obligation or to represent the Client in any capacity unless explicitly authorized in writing by the Client.

V. CONFIDENTIALITY

5.1. Confidential Information. During the term of this Agreement and thereafter, the Contractor agrees to keep confidential and not to disclose to any third party or use for their own benefit, except as necessary to perform the Services, any proprietary or confidential information of the Client ("Confidential Information"). Confidential Information includes, but is not limited to, trade secrets, business plans, customer lists, financial data, and technical information.

5.2. Return of Materials. Upon termination of this Agreement, the Contractor shall immediately return to the Client all documents, data, and other materials containing Confidential Information.

VI. OWNERSHIP OF WORK PRODUCT

6.1. Work Made for Hire. To the extent permitted by law, all work product, deliverables, inventions,

designs, and materials created, developed, or produced by the Contractor in connection with the Services (the "Work Product") shall be considered "work made for hire" and shall be the sole and exclusive property of the Client.

6.2. Assignment. If any Work Product does not qualify as "work made for hire," the Contractor hereby assigns to the Client all right, title, and interest in and to such Work Product, including all intellectual property rights.

VII. INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Client, its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:

- (a) The Contractor's negligence, willful misconduct, or breach of this Agreement;
- (b) Any claim that the Work Product infringes upon the intellectual property rights of a third party; or
- (c) The Contractor's failure to pay applicable taxes.

VIII. GENERAL PROVISIONS

8.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

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

8.3. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

8.4. Amendment. This Agreement may be amended or modified only by a written instrument signed by both Parties.

8.5. Assignment. The Contractor may not assign or subcontract their rights or obligations under this Agreement without the prior written consent of the Client. The Client may assign this Agreement to any successor or affiliate.

8.6. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or sent by certified mail, return receipt requested, to the

addresses set forth in the preamble.

8.7. Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it in the future.

IN WITNESS WHEREOF, the Parties have executed this Independent Contractor Agreement as of the date first above written.

CLIENT

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

CONTRACTOR

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

NOTARY ACKNOWLEDGMENT

State of _____

County of _____

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ (Client Name) and _____ (Contractor Name), known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and

acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Notary Public

Print Name: _____

My Commission Expires: _____ day of _____, 20 _____

(Seal)