

INDEPENDENT CONTRACTOR AGREEMENT

Services agreement between a client and an independent contractor

This Independent Contractor Agreement (the "Agreement") is made as of the date of the last signature below by and between:

Client (name and address): _____

Contractor (name and address): _____

1. Services

The Contractor agrees to perform the services described below (the "Services") with reasonable skill and care, in a professional and workmanlike manner:

Description of Services: _____

Description of Services (continued): _____

2. Compensation

The Client shall pay the Contractor as follows. Unless stated otherwise, invoices are due within fifteen (15) days of receipt. The Contractor is responsible for its own expenses unless the Client agrees in writing to reimburse specific expenses.

Rate or fixed fee: _____

Payment schedule: _____

3. Term and Termination

This Agreement begins on the start date below and continues until the Services are complete, unless terminated earlier. Either party may terminate this Agreement with ten (10) days written notice. On termination, the Client shall pay for all Services properly performed through the termination date.

Start date: _____

4. Independent Contractor Status

The Contractor is an independent contractor, not an employee, partner, or agent of the Client. The Contractor controls the manner and means of performing the Services, may work for others, and is solely responsible for its own taxes, insurance, permits, and benefits. Nothing in this Agreement creates an employment relationship, and the Contractor is not entitled to any employee benefits from the Client.

5. Work Product

Upon full payment, all deliverables created by the Contractor specifically for the Client under this

Agreement (the "Work Product") are assigned to and owned by the Client. The Contractor retains ownership of its pre-existing tools, templates, and know-how, and grants the Client a perpetual, non-exclusive license to use them as embedded in the Work Product.

6. Confidentiality

Each party shall keep confidential any non-public business information received from the other in connection with this Agreement, shall use it only to perform this Agreement, and shall protect it with reasonable care. This obligation survives termination for three (3) years.

7. Warranties and Liability

The Contractor warrants that the Work Product will be its original work and will not knowingly infringe the rights of any third party. EXCEPT FOR THE FOREGOING, THE SERVICES ARE PROVIDED AS-IS. Neither party is liable for indirect, incidental, or consequential damages, and each party's total liability under this Agreement is limited to the amounts paid or payable for the Services.

8. General

This Agreement is the entire agreement of the parties regarding the Services, may be amended only in writing signed by both parties, and is governed by the laws of the state named below. Neither party may assign this Agreement without the other's written consent, except to a successor in a merger or sale of substantially all assets.

Governing law (state): _____

CLIENT

Signature

Printed Name

Date

CONTRACTOR

Signature

Printed Name

Date