**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) made \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Employer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Independent Contractor”).

Independent Contractor is an independent contractor willing to provide certain skills and abilities to the Employer that the Employer has a demand and need.

In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Employer and Independent Contractor agree as follows:

**1. Work Status**. The Employer hereby employs the Independent Contractor as an independent contractor, and the Independent Contractor hereby accepts employment.

**2. Start Date**. The term of this Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. Either party may, without cause, terminate this Agreement by giving \_\_\_\_ day(s’) written notice to the other.

**3. Services Provided**. The Employer shall pay to the Independent Contractor and the Independent Contractor shall accept from the Employer as compensation for the following services to be provided:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**4. Compensation**. The Employer shall compensate the Independent Contractor in the following manner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**5. Insurance**. The Independent Contractor shall ☐ be required ☐ not be required to have insurance attributed to their service provided. Such insurance shall ☐ be reimbursed ☐ not be reimbursed by the Employer.

**6. Travel Expenses**. The Independent Contractor’s travel expenses shall ☐ be reimbursed ☐ not be reimbursed by the Employer.

**7. Materials**. The Independent Contractor’s materials used for providing the services shall ☐ be reimbursed ☐ not be reimbursed by the Employer.

**8. Other Business Activity**. The Independent Contractor may engage in other business activities provided, however, that Independent Contractor shall not during the term of this Agreement solicit the Employer’s employees, clients, accounts, or other related business endeavors of the Employer.

**9. Unplanned Events**. If for reasons beyond the control of the Employer and Independent Contractor should affect this Agreement, this Agreement shall terminate immediately. Such events include, but are not limited to, illness, incapacitation, death, or other “Acts of God”.

**10. Assignment**. Neither the Employer nor the Independent Contractor may assign this Agreement without the express written consent of the other party.

**11. Relationship Defined**. Nothing in this Agreement shall indicate the Independent Contractor is a partner, agent, or employee of the Employer.

**12. Final Agreement**. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

**13. Legal Notice**. All notices or required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail – Return Receipt Requested, postage prepaid, addressed to the party's last known address listed below:

Employer’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Independent Contractor’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**14. Governing Law**. This Agreement shall be construed in accordance with and governed by the laws under the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

**Employer’s Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Independent Contractor’s Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_