

INDEPENDENT CONTRACTOR AGREEMENT

1. 1. Parties

This Independent Contractor Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [CLIENT NAME], a [ENTITY TYPE] located at [CLIENT ADDRESS] (the "Client"), and [CONTRACTOR NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [CONTRACTOR ADDRESS] (the "Contractor"). The Client and the Contractor are referred to individually as a "Party" and together as the "Parties." Each Party represents that the person signing below has full authority to enter into this Agreement on its behalf. Notices under this Agreement will be sent to the addresses above and to [CLIENT EMAIL] and [CONTRACTOR EMAIL].

2. 2. Scope of Services

The Contractor will perform the following services for the Client: [PROJECT DESCRIPTION] (the "Services"). The specific deliverables, milestones, and agreed deadlines are described in Exhibit A, which is incorporated into this Agreement by reference. Work that falls outside that description is additional work and requires a written change order signed by both Parties before it begins. Additional work will be billed at [CHANGE ORDER RATE] unless the Parties agree otherwise in writing. The Contractor may use subcontractors only with the prior written consent of the Client and remains fully responsible for their work.

3. 3. Term and Termination

This Agreement begins on [START DATE] and continues until [END DATE] or until the Services are completed and accepted, whichever occurs first. Either Party may terminate for convenience by giving [NOTICE PERIOD, e.g., 14 days] written notice to the other. Either Party may terminate immediately if the other materially breaches this Agreement and fails to cure the breach within [CURE PERIOD, e.g., 10 days] after written notice. On termination, the Client will pay for all Services performed and all approved expenses incurred through the termination date, and the Contractor will deliver all completed and in-progress work product for which payment has been received. The provisions on confidentiality, intellectual property, limitation of liability, indemnification, and governing law survive termination.

4. 4. Compensation

The Client will pay the Contractor [COMPENSATION AMOUNT] for the Services, structured as [HOURLY RATE PER HOUR / FIXED PROJECT FEE / MILESTONE SCHEDULE]. If compensation is hourly, the Contractor will record time in increments of [TIME INCREMENT] and will not exceed [MAXIMUM HOURS] in any [BILLING PERIOD] without prior written approval from the Client. If compensation is a fixed fee, that fee covers only the Services described in Section 2 and includes [NUMBER] rounds of revisions. A deposit of [DEPOSIT AMOUNT] is due before work begins and will be credited against the final invoice. Rates are firm through [RATE LOCK DATE] and may be adjusted afterward only by written agreement.

5. 5. Invoicing and Payment Terms

The Contractor will submit invoices [INVOICE FREQUENCY, e.g., monthly, or upon completion of each milestone] to [CLIENT BILLING CONTACT]. Payment is due within [PAYMENT TERM, e.g., 15 days] of the invoice date by [PAYMENT METHOD]. Undisputed amounts not paid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum rate permitted by applicable law, whichever is less. If an invoice is more than [SUSPENSION PERIOD, e.g., 30 days] past due, the Contractor may suspend work after written notice, and any resulting delay extends the schedule accordingly. The Client must raise any good-faith invoice dispute in writing within [DISPUTE WINDOW, e.g., 10 days] of receipt and must pay all undisputed amounts on

time.

6. 6. Expenses

The Client will reimburse the Contractor for reasonable, documented out-of-pocket expenses that are directly related to the Services and approved in writing in advance. Reimbursable categories may include [EXPENSE CATEGORIES, e.g., travel, materials, third-party software, shipping]. The Contractor will submit receipts or comparable documentation with the invoice on which the expenses appear, and any single expense above [EXPENSE APPROVAL THRESHOLD] requires separate written approval. Expenses incurred without advance approval are the responsibility of the Contractor. Reimbursable expenses will be billed at cost without markup unless the Parties agree otherwise in writing.

7. 7. Independent Contractor Status

The Contractor is an independent contractor and not an employee, partner, agent, or joint venturer of the Client. The Contractor controls the manner, method, and means of performing the Services and sets the schedule and location of the work, subject only to the deliverables and deadlines in this Agreement. The Contractor may perform services for other clients during the Term, provided doing so does not create a conflict of interest or breach the confidentiality obligations here. Neither Party may bind the other to any contract or obligation without prior written authorization. Nothing in this Agreement creates an employment relationship, and neither Party will represent to any third party that one exists.

8. 8. Taxes, Benefits, and Insurance

The Contractor is solely responsible for all federal, state, and local income taxes, self-employment taxes, and any other assessments arising from amounts paid under this Agreement. The Client will not withhold taxes from payments and will report payments on the applicable IRS information return where required. The Contractor is not eligible for any benefit offered by the Client to its employees, including health insurance, retirement contributions, paid leave, workers compensation, or unemployment insurance. The Contractor will maintain at its own cost any licenses, permits, and insurance required to perform the Services, including [INSURANCE REQUIREMENTS, e.g., commercial general liability of \$1,000,000 per occurrence]. On request, the Contractor will provide a certificate of insurance naming the Client as an additional insured.

9. 9. Intellectual Property and Work Product

On receipt of full payment of all amounts due under this Agreement, the Contractor assigns to the Client all right, title, and interest in the deliverables created specifically for the Client under this Agreement (the "Work Product"), including all copyrights in them. Until payment is received in full, the Contractor retains all rights in the Work Product and the Client has no license to use it. The Contractor retains ownership of pre-existing tools, templates, code libraries, methods, and know-how used to create the Work Product (the "Background IP"), and grants the Client a non-exclusive, perpetual, royalty-free license to use that Background IP solely as incorporated into the Work Product. The Contractor will sign any further documents the Client reasonably requests to record the assignment. Unless the Client objects in writing, the Contractor may display non-confidential portions of the Work Product in a portfolio or case study.

10. 10. Confidentiality and Non-Solicitation

Each Party may receive non-public information from the other, including business plans, customer lists, pricing, technical data, and unreleased materials (the "Confidential Information"). The receiving Party will use Confidential Information only to perform this Agreement, will protect it with at least reasonable care, and will not disclose it except to personnel or approved subcontractors who need it and are bound by comparable obligations. These duties

do not apply to information that is public through no fault of the receiving Party, was already known without a duty of confidence, is independently developed, or must be disclosed by law or court order after reasonable notice to the disclosing Party. Confidentiality obligations continue for [CONFIDENTIALITY PERIOD, e.g., three years] after this Agreement ends. During the Term and for [NON-SOLICIT PERIOD, e.g., 12 months] afterward, neither Party will knowingly solicit for hire any personnel of the other who were directly involved in the Services, except through general public job postings.

11. 11. Representations and Warranties

The Contractor represents that it has the skill, experience, licenses, and legal right to perform the Services, and that the Services will be performed in a professional and workmanlike manner consistent with industry standards. The Contractor further represents that the Work Product will be original and will not knowingly infringe the intellectual property or other rights of any third party, and that this Agreement does not conflict with any other obligation of the Contractor. The Client represents that all materials it supplies are owned or properly licensed by the Client and may lawfully be used for the Services. If the Client reports a breach of this warranty in writing within [WARRANTY PERIOD, e.g., 30 days] after delivery, the Contractor will re-perform the affected Services at no additional charge. Except as stated in this section, the Services and Work Product are provided without any other express or implied warranty.

12. 12. Limitation of Liability and Indemnification

Neither Party will be liable to the other for indirect, incidental, consequential, special, or punitive damages, or for lost profits, revenue, or data, even if advised that such damages are possible. Except for breach of confidentiality, the indemnification obligations below, or willful misconduct, the total liability of each Party under this Agreement will not exceed the total amount paid or payable by the Client to the Contractor in the [LIABILITY CAP PERIOD, e.g., twelve months] before the event giving rise to the claim. The Contractor will defend and indemnify the Client against third-party claims arising from the negligence or willful misconduct of the Contractor or from a claim that the Work Product infringes third-party intellectual property rights. The Client will defend and indemnify the Contractor against third-party claims arising from materials supplied by the Client or from use of the Work Product outside the purpose described in this Agreement. The indemnified Party must give prompt written notice of the claim and reasonable cooperation in its defense.

13. 13. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to its conflict of laws rules. Before starting any formal proceeding, the Parties will attempt in good faith to resolve the dispute through direct negotiation for at least [NEGOTIATION PERIOD, e.g., 30 days], followed by non-binding mediation in [MEDIATION LOCATION] if negotiation fails. Any dispute not resolved through those steps will be brought exclusively in the state or federal courts located in [VENUE COUNTY AND STATE], and each Party consents to personal jurisdiction there. The prevailing Party in any proceeding to enforce this Agreement may recover its reasonable attorney fees and costs. Neither Party is liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, labor disputes, and utility or network outages.

14. 14. Entire Agreement and General Provisions

This Agreement, together with its exhibits and any signed change orders, is the entire agreement between the Parties regarding the Services and replaces all prior proposals, estimates, and understandings. Any amendment must be in writing and signed by both Parties; an email that clearly identifies the change and is acknowledged in writing by both Parties satisfies this requirement. Neither Party may assign this Agreement without prior written consent of the other, except to a successor in connection with a merger or sale of substantially all assets. If any

provision is found unenforceable, the remainder stays in effect and the unenforceable provision will be narrowed to the smallest extent necessary. A failure to enforce a right on one occasion does not waive that right later.

15. 15. Signatures

By signing below, each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms as of the Effective Date. CLIENT: [CLIENT NAME]. Signature: _____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CONTRACTOR: [CONTRACTOR NAME]. Signature: _____. Printed Name: [CONTRACTOR SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Agreement may be signed in counterparts, and electronic signatures have the same effect as original signatures on a single document.

16. Disclaimer

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