Independent Contractor Agreement

COMPANY	CONTRACTOR
Client name	Contractor name or business name
Attention: contact name	Attention: contact name
Street address	Street address
City, State ZIP	City, State ZIP
Email	Email

Effective date	

This template is a starting point, not legal or tax advice. Rules differ by country, state and trade. Delete this note before you send the document.

1. Services

The Contractor will provide the following services to the Company: _____, as further described in _____.

2. Independent contractor relationship

The Contractor is an independent business and not an employee of the Company. The Contractor decides how, when and where to do the work, supplies their own tools, may work for other clients, and has no authority to sign for or bind the Company. The Contractor is not eligible for employee benefits. The Company does not withhold taxes, and the Contractor is responsible for their own taxes, insurance and any licenses. The parties intend to run the work in line with this description, because how the work is actually done matters more than the label.

3. Fees and payment

The Company will pay the Contractor _____. The Contractor invoices _____. The Company pays each undisputed invoice within _____ days of receiving it.

4. Expenses

The Company pays pre-approved expenses at cost, with receipts. The Contractor needs written approval before spending more than _____.

5. Term and ending this agreement

This agreement starts on the effective date and _____. Either party can end it earlier with _____ days' written notice. If it ends early, the Company pays for the work done up to that date.

6. Work product

When the Company has paid in full, the Contractor assigns to the Company the rights in the work product created for the Company under this agreement. The Contractor keeps ownership of their tools, methods and any material that existed before this agreement, and gives the Company a license to use that material as part of the work product.

7. Confidentiality

Each party keeps the other party's non-public information confidential and uses it only for this agreement. This does not apply to information that is already public, that the party already knew, or that the law requires it to disclose. This duty lasts _____ years after this agreement ends.

8. Quality and rights

The Contractor will do the work in a professional manner and confirms that they have the right to enter into this agreement. The Contractor will not knowingly use material that infringes the rights of others.

9. Insurance and licenses

The Contractor holds the licenses the work requires and _____.

10. Subcontracting

The Contractor will not give any of the work to another person without the Company's written approval, and stays responsible for any work that is passed on.

11. Responsibility for claims

Each party is responsible for claims that arise from its own negligence or from its breach of this agreement.

12. Governing law and disputes

This agreement is governed by the laws of _____. The parties will first try to settle a dispute by talking to each other and then through _____.

13. Whole agreement

This agreement, together with the document named under Services, is the whole agreement between the parties. Changes must be in writing and signed by both parties. This agreement may be signed electronically and in separate copies.

Signatures

COMPANY	CONTRACTOR
_____	_____
_____	_____
Date	Date