

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT executed on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, but agreed to be effective from and after \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter "Company"), and \_\_\_\_\_ (hereinafter "Contractor").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Company hires Contractor, and Contractor agrees to work for Company under the terms and conditions hereby agreed upon by the parties:

### **SECTION 1 – WORK TO BE PERFORMED**

**1.1 Term.** Company agrees to hire Contractor, at will, for a term commencing on \_\_\_\_\_, 20\_\_\_\_ and continuing until terminated in accordance with Section 4.

**1.2 Duties.** Contractor agrees to perform work for the Company on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention (reasonable periods of illness accepted) to the performance of the duties specified in this agreement. Contractor's duties shall be as follows:

\_\_\_\_\_. Contractor further agrees that in all such aspects of such work, Contractor shall comply with the policies, standards, regulations of the Company from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the Company.

### **SECTION 2 – CONFIDENTIALITY**

**2.1 Confidentiality.** Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Company, including amounts paid therefore, client and customer lists, and other Company data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Company. Except for disclosures required to be made to advance the business of the Company and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Company.

**2.2 Return of Documents.** Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Company or containing any Confidential Information shall be the sole and exclusive property of the Company, and shall be returned to the Company upon the termination of this Agreement or upon the written request of the Company.

**2.3 Injunction.** Contractor agrees that it would be difficult to measure damage to the Company from any breach by Contractor of Section 2.1 or 2.2 and that monetary damages would be an inadequate remedy for such breach. Accordingly, Contractor agrees that if Contractor shall breach Section 2.1 or 2.2, the Company shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to

restrain any such breach, without showing or proving actual damages sustained by the Company.

**2.4 No Release.** Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

### **SECTION 3 – COMPENSATION**

**3.1 Compensation.** In consideration of all services to be rendered by Contractor to the Company, the Company shall pay to the Contractor the sum of \$\_\_\_\_\_ per hour worked. Said compensation shall be paid on a \_\_\_\_\_ basis.

**3.2 Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Company shall not provide Contractor with any coverage or participation in the Company's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

**3.3 Expenses.** Company shall reimburse Contractor all reasonable and necessary expenses incurred by Contractor in connection with the performance of his duties hereunder, provided, the President or Managing Director of the Company has approved such expenses in advance.

### **SECTION 4 – TERMINATION**

**4.1 Termination at Will.** This Agreement may be terminated by the Company immediately, at will, and in the sole discretion of the President of the Company. Contractor may terminate this Agreement upon fourteen (14) days written notice to the Company. This Agreement also may be terminated at any time upon the mutual written agreement of the Company and Contractor.

**4.2 Death.** In the event Contractor dies during the term of this Agreement, this Agreement shall terminate, and the Company shall pay to Contractor's estate the salary which would otherwise be payable to Contractor.

### **SECTION 5 – INDEPENDENT CONTRACTOR STATUS**

Contractor acknowledges that he is an independent Contractor and is not an agent, partner, joint venturer nor employee of Company. Contractor shall have no authority to bind or otherwise obligate Contractor in any manner nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event that the Company suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the Company from any such loss or damage.

## **SECTION 6 – REPRESENTATIONS OF WARRANTIES OF CONTRACTOR**

Contractor represents and warrants to the Company that there is no employment contract or other contractual obligation to which Contractor is subject which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.

## **SECTION 7 – MISCELLANEOUS PROVISIONS**

**7.1** The provisions of this Agreement shall be binding upon and enured to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or Company an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or Company.

**7.2** In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.

**7.3** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**7.4** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of \_\_\_\_\_.

**7.5** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

## **SECTION 8 - WITHHOLDING OF PAYMENTS AND TERMINATION FOR DEFAULT**

**7.6** Payments due to Contractor may be withheld by Owner on account of defective or non-conforming Work not remedied, claims filed, failure of Contractor to make payments properly to sub-Contractors or for material or labor, or Contractor's failure to timely prosecute the Work. If any of the foregoing said causes is not removed, or if Contractor at any time shall refuse or neglect to supply adequate and competent supervision or a sufficiency of properly skilled Workmen or materials necessary for the performance of the Work hereunder, or fail in any respect to prosecute the Work with promptness and diligence, Owner shall have the option, after forty-eight (48) hours written notice to Contractor, to pay such claims and provide for such labor and materials and to deduct the cost thereof from any money due or thereafter to become due by Owner to Contractor. In addition to the foregoing rights and remedies, Owner shall be at liberty to terminate the performance of Contractor under this Contract

Agreement and to enter upon the premises and take possession of all materials, of any kind whatsoever, therein and to employ any other persons to finish the Work and to provide the materials therefore, and in case of such discontinuance of the performance of Contractor, he shall not be entitled to receive any payment under this Contract Agreement which might otherwise be due him, until said Work shall be finished and payment in full therefore shall be made. At such time, if the unpaid balance of the amount to be paid under this Contract Agreement shall exceed the expenses incurred by Owner in finishing Contractor's Work, such excess shall be paid by Owner to Contractor, but if expenses shall exceed such unpaid balance, Contractor shall promptly pay the difference to Owner. Should any termination for default under this paragraph be determined to be invalid, improper or wrongful, such termination shall be deemed to have been a termination for convenience as provided in paragraph below.

**SECTION 9 – TERMINATION BY OWNER FOR CONVENIENCE**

7.7 Owner may, upon forty-eight (48) hours written notice to the Contractor, terminate this Agreement without cause provided Owner compensates Contractor for the value of all labor and material furnished or delivered to the project proportioned in accordance with the Contract amount through the date of termination

WITNESS OUR SIGNATURES, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

By: \_\_\_\_\_  
\_\_\_\_\_, President