INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") takes effect on _____, 20____ (the "Effective Date").

Client (the party hiring): _____, mailing address and email _____.

Contractor (the party doing the work): _____, mailing address and email _____.

1. THE SERVICES

Contractor will provide the following services (the "Services"): _____.

Contractor will deliver the following items by these dates (the "Deliverables"): _____. Client will review each Deliverable within _____ days after receiving it and will say in writing what is missing; a Deliverable not objected to in that time is accepted.

Contractor decides where, when and how to perform the Services. Any change to the Services, price or dates must be approved by both parties in writing (email is enough).

2. TERM

Work starts on _____. This Agreement ends (check one): [ ] when the Services are completed and paid for; [ ] on _____; [ ] when either party ends it under the "Ending the Agreement" section.

3. PAY

Client will pay Contractor (check one): [ ] a fixed fee of $_____, with a deposit of _____ percent before work starts and the rest on completion; [ ] $_____ per hour, billed _____; [ ] by milestone as follows: _____; [ ] a monthly retainer of $_____.

Contractor will send each invoice within _____ days after each billing period, milestone or completion. Client will pay each invoice within _____ days after receiving it. Overdue amounts bear a late charge of _____ percent per month, or the highest rate the law allows if lower.

Expenses (check one): [ ] Contractor pays its own expenses; [ ] Client reimburses expenses it approves in writing in advance, at cost, with receipts.

Freelancer laws: if the work is done in, or a party is based in, California, New York State, New York City, Illinois, Los Angeles or Seattle, Client will pay no later than 30 days after the work is completed, will not demand a discount or extra work for paying on time, and will keep a signed copy of this Agreement for the period those laws require.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor is an independent contractor, not an employee, partner or agent of Client. Contractor controls how the work is done, supplies its own tools and workspace, may hire helpers at its own cost, and may work for other clients. Contractor is not eligible for employee benefits.

Contractor pays all of its own taxes and will give Client an IRS Form W-9 before the first payment. Client will issue IRS Form 1099-NEC when federal reporting rules require it.

Contractor will carry _____ insurance with coverage of at least $_____ per claim (leave blank for none).

5. INTELLECTUAL PROPERTY

Contractor assigns to Client all rights, including copyrights, in everything Contractor creates specifically for Client under this Agreement (the "Work Product"), effective (check one): [ ] as each item is created; [ ] when Client has paid in full for that item. Contractor will sign any document reasonably needed to record Client's ownership.

Contractor keeps ownership of tools, code, templates and materials it owned before this Agreement, including _____, and gives Client a permanent, non-exclusive license to use them as part of the Work Product. Contractor [ ] may [ ] may not show the Work Product in its portfolio once it is public.

6. CONFIDENTIALITY

Each party will keep the other's non-public information private, use it only for this Agreement, and return or destroy it when the Agreement ends. These duties last for _____ years after the Agreement ends, and for trade secrets as long as they stay secret.

Whistleblower notice: under 18 U.S.C. section 1833(b), an individual will not be held liable under any federal or state trade secret law for disclosing a trade secret in confidence to a government official or a lawyer solely to report or investigate a suspected violation of law, or in a court filing made under seal.

7. ENDING THE AGREEMENT

Either party may end this Agreement for any reason with _____ days' written notice, or for a material breach that is not fixed within 10 days after written notice. Client will pay for all Services performed and approved expenses incurred up to the end date.

8. LIABILITY AND DISPUTES

Neither party is liable to the other for indirect or consequential damages, and each party's total liability is limited to the fees paid under this Agreement in the 12 months before the claim. These limits do not apply to the duty to pay, confidentiality breaches, fraud, gross negligence or willful misconduct.

The laws of _____ govern this Agreement. Disputes will be decided in the courts located in _____, and either party may use small claims court.

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9. GENERAL TERMS

This Agreement is the whole agreement between the parties about the Services and can be changed only in writing approved by both parties. If a court finds any part unenforceable, the rest stays in effect. It may be signed electronically and in counterparts.

Additional terms: _____

Note: signing this Agreement does not by itself make someone an independent contractor. Agencies look at how the work is actually done, and California, Massachusetts and New Jersey presume workers are employees unless all three parts of the ABC test are met.

SIGNATURES

Client

Signature: _____ Date: _____

Printed Name: _____

Contractor

Signature: _____ Date: _____

Printed Name: _____

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