INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the **"Agreement"**) is entered into on _____ (the **"Effective Date"**) by and between:

CLIENT:

(the **“Client”**),

Name:_____
_____
_____
Address: _____
_____
_____
Representative: _____
_____
Email/Phone number: _____
_____

CONTRACTOR:

(the **“Contractor”**),

Name:_____
_____
_____
Address: _____
_____
_____
Representative: _____
_____
Email/Phone number: _____
_____

SUBJECT OF THE AGREEMENT. The Client engages the Contractor to perform the following services (the **"Services"**):

_____
_____
_____
_____
_____
_____
_____.

The Contractor: (*choose one)*

☐ shall not have the right to hire or subcontract other third parties to perform the Services in full or partially without the Client's written consent.

☐ shall have the right to hire or subcontract other third parties to perform the Services in full or partially without the Client's written consent.

The Contractor is solely responsible for the quality, confidentiality, and timely completion of the Services by the third parties.

PAYMENTS. For the Services provided under this Agreement, the Client shall pay the Contractor: (*choose one)*

☐ a flat fee of $_____ (the **"Contractor's Fee"**).
The Contractor's Fee should be paid: (*choose one)*

☐ in a single lump sum payment within _____ days upon completion of the Services (the **"Due Date"**).

☐ in _____ equal installments, each payable on the following day _____ (the **"Due Date"**).

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☐ a regular fee of $_____ (the **"Contractor's Fee"**).
The Contractor's Fee should be paid on a: (*choose one)*

☐ weekly basis. The payments are due within _____ days after the end of each week (the **"Due Date"**).

☐ biweekly basis. The payments are due within _____ days after the end of each second week (the **"Due Date"**).

☐ monthly basis. The payments are due within _____ days after the end of each month (the **"Due Date"**).

☐ an hourly fee of $_____.

The total number of hours required for the provision of Services during each respective period (the **"Contractor's Fee"**) shall be calculated based on the report submitted by the Contractor to the Client on the last day of each respective period. The report shall be sent to the Client's address or email address specified in the opening paragraph of this Agreement.
The Contractor's Fee should be paid on a: (*choose one)*

☐ weekly basis. The payments are due within _____ days after the end of each week (the **"Due Date"**).

☐ biweekly basis. The payments are due within _____ days after the end of each second week (the **"Due Date"**).

☐ monthly basis. The payments are due within _____ days after the end of each month (the **"Due Date"**).

Taxes: The ☐Contractor ☐Owner shall be responsible for all taxes related to the Services, including sales tax, use tax, and other applicable taxes.

☐ **Late payment:** If the Owner fails to pay the Contractor's Fee due by the Due Date, the Owner shall be liable to pay interest on the unpaid balance at the rate of _____% per day or the maximum rate permitted by law, whichever is less.

All payments shall be made on or before the Due Date by _____
_____(Cash/Check/ACH/PayPal/etc.)

☐ **REIMBURSEMENTS.** The Client agrees to reimburse the Contractor for reasonable and preapproved out-of-pocket expenses incurred in connection with the performance of the Services outlined in this Agreement, including: (*choose all that apply)*

☐ travel.

☐ accommodation.

☐ meals.

☐ equipment rentals.

☐ other expenses, namely _____.

The Contractor shall provide a list of expenses and estimated costs for approval. The Client shall not be responsible for reimbursing any expenses without prior approval.
The Client agrees to reimburse the Contractor for approved out-of-pocket expenses within _____ days after receiving the final report, including the actual expenses with supporting documentation. Reimbursements shall be made using the payment method specified above.

☐ **INTELLECTUAL PROPERTY.** Any intellectual property created in the course of providing the Services shall be considered the sole property of: (*choose one)*

☐ the Contractor.

☐ Client, and the Contractor transfers to the Client all rights, titles, and interests in such intellectual property.

INDEPENDENT CONTRACTOR STATUS. It is agreed that the Contractor is not the Client's employee, partner, or agent but an independent contractor. The Contractor shall have no authority to bind the Client and shall not be eligible for any employee benefits, including but not limited to health insurance, retirement benefits, or paid leave.

☐ **LIABILITY AND INDEMNIFICATION.** The Contractor shall be liable for any damages that result from the Contractor's negligence, misconduct, or improper actions during the performance of this Agreement. The Contractor agrees to indemnify and hold harmless the Client from and against any claims, demands, suits, actions, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, that may arise during the Contractor's performance but only to the extent such claims are caused by the Contractor's negligence or willful misconduct.

TERM AND TERMINATION. This Agreement shall commence on the Effective Date and unless terminated earlier in accordance with the terms of this Agreement shall continue: (*choose one)*

☐ until the completion of the Services.

☐ until the date of _____.

Either Party may terminate this Agreement by providing _____-day written notice to the other Party.

In addition, if one of the Parties becomes insolvent or files for bankruptcy, the other Party may terminate this Agreement immediately by giving written notice to the other Party.

Upon termination of this Agreement, the Client shall pay the Contractor for all Services rendered up until the date of termination.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered personally or sent by registered mail, return receipt requested to the address or emails set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing.

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Either Party may change its registered mail or email address for receipt of notices by giving written notice to the other Party. Notices shall be deemed received on the day of delivery if sent by hand or courier Service or on the _____ business day from the date of posting if sent by registered mail or email.

☐ **CONFIDENTIALITY.** The Parties agree to keep all information disclosed during this Agreement confidential and not to share such information with any third party unless required by law. The Parties agree not to use the confidential information for any purpose other than what is necessary to fulfill their obligations under this Agreement. This confidentiality clause shall survive the termination or expiration of this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of _____, and any disputes arising out of or in connection with this Agreement shall be exclusively resolved by the courts of the State of _____.

☐ **FORCE MAJEURE.** Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Agreement if such failure or delay is caused by events of force majeure, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, epidemics, governmental regulations, or any other similar cause beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide the other Party with reasonable evidence of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the consequences of such circumstances and resume the performance of obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than _____ days, either Party may terminate this Agreement by giving written notice to the other Party. In this case, neither Party shall be liable for any damages arising from the termination of this Agreement.

SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

WAIVER. The failure of any Party to enforce a particular provision of this Agreement shall not constitute a waiver of their right to enforce that provision in the future.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous agreements, understandings, negotiations, or discussions, whether oral or written, relating to the subject matter of this Agreement. Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

BINDING EFFECT. This Agreement shall be binding upon the Parties and their respective successors and assigns. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

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☐ **ADDITIONAL TERMS:** _____

_____

_____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

Contractor's Name and Signature: _____

Client's Name and Signature: _____

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