**Independent Contractor Agreement**

This Independent Contractor Agreement (the "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_, (the “Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Entity Name], a \_\_\_\_\_\_\_\_\_\_ [State of Formation] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Type of Entity (e.g. Corporation, Limited Liability Company, Partnership], with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Entity Address, City, State, Zip Code] (the “Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Independent Contractor Name], an [individual residing at/entity with its principal place of business at] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Independent Contractor Address, City, State, Zip Code] (the “Independent Contractor”), (each, a “Party” and collectively, the “Parties”).

1. **Services**. Independent Contractor shall provide the following services to Company (the “Services”): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Independent Contractor shall provide the services to Company as described in Exhibit A attached to this Agreement (the “Services’).

2. **Compensation.** In consideration for Independent Contractor’s performance of the Services, Company shall pay Independent Contractor $\_\_\_\_\_\_\_\_\_\_[dollar amount] [per hour/per week/per month/total upon completion of all of the Services]. The amount will be paid to Independent Contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[when the amount will be paid e.g. on the 15th of each month, on the last day of the month, within \_\_\_ days after receiving Independent Contractor’s invoice]. Independent Contractor will submit invoices for payment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[date the invoices are due e.g. on the 15th of each month, on the last day of the month, on a weekly basis, within \_\_\_ days after completion of the Services] and send to the attention of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[person to whom invoices should be sent to].

3. **Independent Contractor.** The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of the Company. Independent Contractor does not have any authority to enter into agreements or contracts on behalf of Company, and shall not represent that it possesses any such authority. Independent Contractor shall not be entitled to any of the Company’s benefits including but not limited to coverage under medical, dental, retirement, or other plans. Company shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security, withholding tax or other taxes or withholding for or on behalf of the Independent Contractor in connection with the performance of Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture or other fiduciary relationship.

4. **Term and Termination.** This Agreement and Independent Contractor’s engagement with Company under this Agreement shall commence on the Effective Date. Independent Contractor acknowledges and agrees that the engagement with Company is at will, subject to being terminated at the discretion of Company at any time, [without prior notice/upon \_\_\_\_\_\_\_\_\_\_[number] days prior written notice] to Independent Contractor. In addition, this Agreement may be terminated by Independent Contractor upon \_\_\_\_\_\_\_\_\_\_[number] days prior written notice to Company.

5. **Confidentiality.**

a. **Confidential and Proprietary Information.** In the course of performing Services, the Independent Contractor will be exposed to confidential and proprietary information of the Company. Confidential and proprietary information shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, design, process, procedure, formula, or improvement, which the Company considers confidential and proprietary. Independent Contractor acknowledges and agrees that the confidential and proprietary information is valuable property of the Company, developed over a long period of time at substantial expense and that it is worthy of protection.

b. **Confidentiality Obligations**. Except as otherwise expressly permitted in this Agreement, Independent Contractor shall not disclose or use in any manner, directly or indirectly, any confidential and proprietary information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with the Company’s prior written consent.

c. **Rights in Confidential and Proprietary Information**. All ideas, concepts, work product, information, written material or other confidential and proprietary information disclosed to Independent Contractor by the Company (i) are and shall remain the sole and exclusive property of the Company, and (ii) are disclosed or permitted to be acquired by Independent Contractor solely in reliance on Independent Contractor’s agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of the Company’s business. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest or title in, to or under the confidential and proprietary information to Independent Contractor.

d. **Irreparable Harm.** Independent Contractor acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the Company under this Section, the Company shall be entitled to recover its attorney’s fees and costs from Independent Contractor.

6. **Ownership of Work Product.**

a. The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of Services under this Agreement and any resulting intellectual property rights (hereafter referred to collectively as the “Work Product”) are the sole and exclusive property of Company. The Parties acknowledge the Work Product shall, to the extent permitted by law, be considered a “work made for hire” within the definition of Section 101 of the Copyright Act of the United States and that Company is deemed to be the author and is the owner of all copyright and all other rights therein.

b. If the work product is not deemed to be a “work made for hire” within the definition of Section 101 of the Copyright Act of the United States, then Independent Contractor hereby assigns to Company all Independent Contractor’s rights, title and interest in and to the Work Product, including but not limited to all copyrights, publishing rights, and rights to use, reproduce and otherwise exploit the work product in any and all formats or media and all channels, whether now known or hereafter created.

6. **Ownership of Work Product.** The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of Services under this Agreement and any resulting intellectual property rights (hereafter referred to collectively as the “Work Product”) are the sole and exclusive property of Independent Contractor. Independent Contractor grants to Company a limited, non-exclusive license to use the Work Product in Company’s business. The Work Product is to be used only by Company and Company may not assign, transfer, lease or sublicense any Work Product to any person or entity without Independent Contractor’s prior written consent.

7. **Representations, Warranties and Indemnification.**

a. Both Company and Independent Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

b. Independent Contractor represents and warrants that it has all the necessary licenses, permits and registrations required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the Company’s guidelines and specifications and with the standard of care prevailing in the industry.

c. The Independent Contractor shall indemnify and hold harmless the Company from any damages, claims, liabilities, loss and expenses, including reasonable attorney’s fees, arising from the performance of Services or of any breach hereunder by Independent Contractor.

8. **Miscellaneous.**

a. **Governing Law.** The terms of this Agreement shall be governed exclusively by the laws of the State of \_\_\_\_\_\_\_\_\_\_[state] (not including its conflicts of law provisions). Any dispute arising from this Agreement shall be resolved [in the courts of the State of \_\_\_\_\_\_\_\_\_\_[state]/through binding arbitration conducted in accordance with the rules of the American Arbitration Association/through mediation].

b. **Insurance.** For the term of this Agreement, Independent Contractor shall obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits, to cover any claims for bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by Independent Contractor or Independent Contractor’s employees or agents, if any, in connection with the performance of Services under this Agreement.

c. **Expenses**. Except as otherwise specified in this Agreement, (i) all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement shall be paid by the Party incurring such costs and expenses and (ii) neither Party shall have any obligation to reimburse the other Party for any such expenses.

Except as otherwise specified in this Agreement, Company shall reimburse Independent Contractor for all pre-approved, reasonable and necessary costs and expenses incurred in connection with this Agreement.

d. **Binding Effect and Assignment**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Other than as set forth in the preceding sentence and as otherwise expressly stated herein, no assignment of this Agreement or of any rights or obligations under this Agreement may be made without the prior written consent of the other Party.

e. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings of the Parties. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

f. **Notices.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

g. **Waiver.** Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

h. **Further Assurances.** At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

i. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

[Name of Company]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of Independent Contractor]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

[Insert a description of the Services to be provided by Independent Contractor.]