ATTORNEY CONTRACTOR AGREEMENT

This Attorney Contractor Agreement ("Agreement") is made as of this _____ day of _____, 20_____, (the "Effective Date") by and between: (Check one)

□ **Company:** _____ located at _____ ("Client") and
□ **Law Firm:**_____located at [Address]("Firm") and

Attorney: _____ located at _____ ("Attorney").

Attorney hereby states Attorney is a licensed attorney in good standing with _____ [State] and an active Bar Card Number _____ [Bar Card Number].

Attorney and Client agree that Attorney is being retained by Client for a specific case or project ("Project") and is not the employee of Client nor the named attorney of any client of Client. Client remains responsible for any and all legal services rendered to any named client in Project.

Client will review and approve any and all work product provided by Attorney before it is sent to their named client or to any other individual.

Attorney and Client agree that there is no attorney/client privilege between Attorney and Client or between Attorney and any of Client's other clients. As a member in good standing of _____ [Name of State Bar], Attorney agrees to act in the best interests of Client and all clients according to the Rules of Professional Conduct.

1. Services. Attorney will complete _____ [Project/Case Name] for Client. The scope of Project includes:

_____
_____
[Describe the tasks and job duties in detail].

□ The scope of Project does *not* include:

_____
_____
[Describe exclusions or areas Attorney will not be expected to participate in]. If Attorney is requested at any time to participate in such areas, a separate Agreement will be created to cover these areas. (Optional)

Attorney and Client will consult on details of Project as needed.

2. Location.

□ Attorney shall be required to work at Client's Location. Attorney shall be provided to work at Client's location. Attorney shall be provided with a separate office location to perform the work required. Attorney shall be given access to Client's offices during regular office hours as necessary and shall be given a computer with Internet access, passwords, and office assistance needed to complete Project.

☐ **Attorney shall not be required to work at Client's Location.** Attorney shall not be required to work at Client's location.

> ☐ **Attorney shall be provided with Client's hardware and software.** Attorney shall be provided with Client's computer hardware and/or software and must use that hardware to carry out the services contracted for to complete Project. Attorney shall be given access to Client's mainframe via Client's IT services.

> ☐ **Attorney shall use their own hardware and software.** Attorney shall use Attorney's own computer and other Internet and file services and shall deliver the completed Project to Client at the conclusion of Project. Attorney shall use regular email and other file delivery services to deliver Project to Client.

Attorney agrees that if Attorney's own computer or electronic devices are used, Attorney shall use antivirus software compliant with current standards and maintain it with current updates.

3. Compensation.

☐ **Hourly Rate.** Attorney will bill Client at the base rate of $_____. Attorney shall submit an invoice ☐ weekly ☐ upon completion.

☐ **Flat Rate.** Attorney shall be paid $_____ for Project. Attorney shall submit an invoice within _____ days after completion.

Attorney shall be paid within thirty (30) days of the submission of the final invoice. Client agrees that this payment is not contingent upon their named client's payment, and that Attorney shall be paid immediately upon receipt of invoice.

4. Expenses and Costs.

☐ Attorney shall be reimbursed for any business expenses incurred in the completion of Project.

> ☐ Client shall pay for all filing fees and court costs associated with the Project (Optional).

Attorney shall submit an invoice of the related expenses and costs upon completion of Project and Client will reimburse accordingly.

☐ Attorney shall NOT be reimbursed for any business expenses incurred in the completion of Project.

5. Employment Relationship. Attorney and Client each acknowledge that Attorney is being retained as an independent contractor for purposes of Project only. Attorney is not an employee or associate and is not entitled to any benefits or protections afforded to employees or partners of Client.

No offer of employment, partnership, or joint venture is created hereby. Attorney does not expect, and Client does not anticipate, any offer being made now or in the future following completion of Project.

Attorney is being retained by Client for Project, and may at Attorney's discretion enter into freelance work with other attorneys, firms, legal entities, and companies at any time without consulting Client. Attorney agrees to check for any conflicts of interest before entering into such relationships according to the American Bar Association's Rules of Professional Conduct.

6. Term and Termination. Attorney's engagement with Client under this Agreement shall commence on _____, 20 and continue through _____, 20 or until Project's completion. Term may be extended as needed upon the mutual agreement of both parties.

Agreement may be terminated by either party, with reasonable cause, with _____ days written notice. Upon termination, Client shall pay Attorney for work done according to the compensation agreement above.

7. Insurance. Attorney maintains professional liability insurance (malpractice insurance) with _____ [Insurer Name]. Attorney is not an employee of Client and will not be covered by Client's malpractice insurance. Client hereby represents that it has its own professional liability insurance and is covered for Project as outlined in this agreement.

8 Confidentiality. Attorney agrees to keep all client information confidential, including client documents, court files, and other information provided by Client. Attorney agrees to keep any additional information obtained about Client confidential unless authorized to release such information in writing by Client.

Client agrees that only such information as necessary to complete Project shall be provided to Attorney.

Attorney acknowledges that Attorney may receive information and material from Client unrelated to Project, including but not limited to products, services, media lists, client lists, contact information, pricing information, work product relating to other cases, case management information, and like information.

Attorney agrees that any and all such confidential information and work product made known to Attorney either intentionally or accidentally by Client during the term of the Agreement remains the sole property of Client, and shall return to Client in substantially the same format in which it was delivered. This includes but is not limited to any document, computer file, email, text message, social media comment, phone message or other tangible or intangible document or information.

Attorney further agrees that, upon termination of this Agreement, Attorney shall surrender any and all documents, electronic devices, files, papers, and tangible and intangible work product to Client. In the event of a data breach, Attorney [does/does not] agree to a forensic search of Attorney's own digital devices to verify that no breach occurred due to Attorney's devices or usage.

9. Attorney Work Product. Client shall own all rights to work product created by Attorney for completing Project. Attorney shall surrender all work product, notes, computer files, and other documents used in completing Project upon termination of Project to Client. Attorney agrees that Client may modify or alter any such work product as necessary for creating pleadings or motions, and becomes the owner of all such material thereby.

10. Mutual Representations and Warranties. Both Client and Attorney 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.

11. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of _____, without regarding its conflicts of law provisions.

12. Disputes. Any dispute arising from this Agreement shall be resolved through: (Check one)

☐ Court litigation. Disputes shall be resolved in the courts of the State of _____.

☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

☐ Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

☐ Mediation.

☐ Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

13. Breach. In the event of a breach of this Agreement, Attorney and Client acknowledge that irreparable harm may be done to the other party or to Client's client due to the nature of Project. Therefore, either party may request injunctive relief against the other to the extent necessary to prevent continued breach or threatened breach of this Agreement.

If any court refuses to enforce this Agreement due to overbreadth or vagueness, this Agreement shall be modified to the extent needed to protect Attorney, Client, or Client's client, to the court's satisfaction, and shall not affect the remainder of Agreement or Project.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties.

Both parties agree they have read this Agreement in its entirety and have had the opportunity to review the Agreement or had it reviewed by independent counsel.

16. Amendments. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties. No amendment or modification shall be made unless compensation is negotiated and agreed upon by both parties and executed in a separate writing signed by both parties.

17. 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.

18. 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.

19. 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.

20. 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.

Company Name	**Company Representative** Signature	**Company Representative** Name and Title

Attorney Name	**Attorney Representative** Signature	**Attorney Representative** Name and Title