

INDEPENDENT CONTRACTOR ENGAGEMENT LETTER

_____ [Client Name]
_____ [Client Address]
_____, _____, _____ [City, State, Zip Code]

_____ [Date]

_____ [Independent Contractor Name]
_____ [Independent Contractor Address]
_____, _____, _____ [City, State, Zip Code]

RE: Independent Contractor Engagement Letter

Dear _____ [Independent Contractor Name],

This letter serves to confirm our agreement for engaging your services as an independent contractor for _____ [Client Name] (the "Client"). By signing this letter, you agree to the terms and conditions outlined herein.

1. Services. You will be providing the following services:

[Describe the services, including the specific duties and responsibilities the independent contractor will perform].

2. Compensation. Inconsideration for your performance of the Services, Client shall pay you: (Check one)

A Periodic Fixed Wage. You will be paid \$ _____ (Check one) per hour per week per month per year other: _____. You will be paid: (Check one)

Every week. On _____ [Day of the week] of every week.

Every month. On the _____ [Day of the month] of every month.

After you send an invoice. You will be paid within _____ days after receiving your invoice. Invoices shall be submitted (Check one) at the end of every week on the _____ of every month within _____ days after completion of the Services other:

 Other: _____



- A Set Fee. You will be paid \$ _____: (Check one)
- After the completion of the services.
- Within _____ days after receiving your invoice. Invoices shall be submitted (Check one)
- at the end of every week on the _____ of every month within _____ days after the completion of the Services other: _____.
- Other: _____

After Completing Certain Milestones. You will be paid according to the following schedule:

- \$ _____ for _____ [Milestone description]
- \$ _____ for _____ [Milestone description]

You will be paid: (Check one)

- After the completion of each milestone.
- Within _____ days after receiving your invoice. You will submit invoices for payment (Check one)
- at the end of every week on the _____ of the month within _____ days after completion of the Services other: _____.

Other. _____

3. Term and Termination. The services are scheduled to commence on _____, 20_____.

Termination (Check one)

After all of the Services are completed. The agreement shall terminate upon the completion of the Services.

After a fixed period of time. The agreement shall terminate (Check one) _____ days _____ months other: _____.

On a specific date. The agreement shall terminate on _____, 20_____.

At will. _____ [Client Name] may terminate the agreement at any time, (Check one) without prior notice upon _____ days prior written notice to you. In addition, you may terminate the agreement upon _____ days prior written notice to _____ [Client Name].

4. Independent Contractor. The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of Client.

5. Confidentiality. (Check one):

You will NOT be exposed to confidential information.



You will be exposed to confidential information.

During the course of your engagement with _____ [Client Name], you may have access to confidential and proprietary information. You agree to maintain the confidentiality of such information and not to disclose it to any third party without prior written consent from _____ [Client Name].

6. Ownership of Work Product. (Check one)

Client has ownership. The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Work Product") are the sole and exclusive property of Client.

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7. 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.

If you agree with the terms and conditions outlined in this letter, please sign and date in the space provided below and return a copy to us.

We look forward to working with you and appreciate your valuable expertise.

Sincerely,

_____ [Client Signature]

_____ [Client Name]

