

YOUR BUSINESS NAME

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT #

DATE

ENGAGEMENT PERIOD

CLIENT

CONTRACTOR

WHERE SERVICES ARE PERFORMED

START DATE

END DATE

1. SERVICES

Services not described above are outside this agreement and require a written amendment. The contractor is not required to be available outside the engagement period and is free to work for others.

2. FEES AND PAYMENT

CONTRACT PRICE

PRICING BASIS

3. INDEPENDENT CONTRACTOR STATUS

The contractor is an independent business and not an employee, partner or agent. The contractor is not eligible for benefits, paid leave, overtime or unemployment insurance through the client, and no income tax or payroll tax is withheld.

4. CONTROL OF THE WORK

The client states the result required. The contractor decides the means, methods, sequence and hours used to achieve it, may perform the work at a place of its own choosing where the nature of the work allows, and may use its own assistants at its own cost.

5. TOOLS, EQUIPMENT AND EXPENSES

The contractor supplies its own tools, equipment, software and materials, and carries its own operating expenses. Reimbursable expenses, if any, must be agreed in writing before they are incurred.

6. TAXES AND FILINGS

The contractor is responsible for its own federal, state and self employment taxes. The client will issue an information return where the amounts paid require one. The contractor provides a completed taxpayer identification form before the first payment.

7. INSURANCE AND LICENSING

The contractor maintains the insurance stated in this agreement, including general liability and, where it has employees, workers compensation, and holds any license the work requires. Certificates are provided on request.

8. OWNERSHIP OF WORK PRODUCT

Work product created specifically for the client under this agreement becomes the client's property on payment in full. The contractor keeps ownership of its own pre existing tools, methods and materials, and grants the client a license to use them as part of the delivered work.

9. CONFIDENTIALITY

Each party keeps the other's non public business information confidential and uses it only for this engagement. This survives the end of the agreement.

10. NO EXCLUSIVITY

The contractor may work for other clients, including during this engagement, and is not required to give the client first call on its time unless a written schedule says otherwise.

11. TERMINATION

Either party may terminate on written notice. The contractor is paid for services performed and non cancellable costs committed up to termination.

12. GOVERNING LAW

This agreement is governed by the law of the state where the services are primarily performed. Worker classification is decided by the facts of the relationship under that state's test, not by this document alone.

SIGNATURES

Client

Contractor

Print name and date

Print name and date

Worker misclassification is enforced by the IRS and by state labor agencies, and several states apply a strict ABC test under which most workers are

presumed employees. A signed agreement does not settle classification. Take advice before engaging anybody whose work is inside your usual course of business.