

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into as of [Effective Date] by and between:

BlinqFix  
("BlinqFix" or "Company")

and

[Contractor Name]  
Address: [Contractor Address]  
("Contractor").

### 1. ENGAGEMENT OF SERVICES

1.1 Services. BlinqFix hereby engages Contractor, and Contractor agrees to provide the following services ("Services"):

(a) [Describe the services to be performed, e.g., emergency repair services, installation, maintenance, etc.].

(b) Contractor shall perform the Services in a professional and workmanlike manner in accordance with industry standards.

1.2 Independent Contractor Status. Contractor is engaged as an independent contractor. Nothing in this Agreement shall be construed as creating an employer–employee relationship, a partnership, or a joint venture. Contractor is solely responsible for payment of all federal, state, and local taxes and for any benefits, insurance, or other expenses.

### 2. TERM

This Agreement shall commence on the Effective Date and continue until terminated by either party as provided herein.

### 3. COMPENSATION

3.1 Fees. In consideration for the performance of the Services, BlinqFix shall pay Contractor as follows:

(a) A fee of [Fee Amount] per [hour/job/project], payable [weekly/monthly/upon completion].

(b) Reimbursement for pre-approved expenses incurred in connection with the Services.

3.2 Invoices. Contractor shall submit invoices detailing the Services performed and expenses incurred. Payment shall be due within [number] days of receipt of each invoice.

### 4. EQUIPMENT AND MATERIALS

Contractor shall supply all tools, equipment, and materials necessary to perform the Services unless otherwise agreed by the parties. BlinqFix will provide access to its premises or systems as required.

### 5. CONFIDENTIALITY

5.1 Confidential Information. In the course of performing the Services, Contractor may have access to confidential and proprietary information ("Confidential Information"). Contractor agrees not to disclose or use any Confidential Information except as necessary for the performance of the Services.

5.2 Return of Materials. Upon termination of this Agreement, Contractor shall promptly return or destroy all Confidential Information and related materials.

## 6. INTELLECTUAL PROPERTY

6.1 Work Product. Any work product, invention, improvement, or development created by Contractor in connection with the Services ("Work Product") shall be the exclusive property of BlinqFix. Contractor hereby assigns all rights, title, and interest in and to the Work Product to BlinqFix.

6.2 License. Contractor grants BlinqFix a non-exclusive, royalty-free, perpetual license to use any pre-existing intellectual property incorporated in the Work Product.

## 7. TERMINATION

7.1 Termination for Convenience. Either party may terminate this Agreement at any time by providing [number] days' written notice to the other party.

7.2 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within [number] days of notice.

## 8. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless BlinqFix, its affiliates, and their respective officers, directors, employees, and agents from any claims, damages, or liabilities (including reasonable attorneys' fees) arising out of or in connection with Contractor's performance of the Services or breach of this Agreement.

## 9. LIMITATION OF LIABILITY

In no event shall either party be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages. BlinqFix's total liability for any claim arising under this Agreement shall not exceed the total fees paid by BlinqFix to Contractor.

## 10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the United States of America. The parties agree that any disputes arising under or in connection with this Agreement shall be resolved in the federal courts of the United States, with any applicable state law provisions considered as necessary.

## 11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior discussions, negotiations, and agreements (whether written or oral). Any modifications or amendments must be in writing and signed by both parties.

## 12. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 13. NOTICES

All notices under this Agreement shall be in writing and delivered personally or sent by certified mail, return receipt requested, to the addresses provided above or to any other address that either party may designate in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the Effective Date.

_____	_____
BlinqFix (Company)	[Contractor Name] (Contractor)
Date: _____	Date: _____