

SAMPLE INDEPENDENT CONTRACTOR AGREEMENT

This template independent contractor agreement is not legal advice and may not be applicable to your specific business context. It is advisable to consult an attorney to tailor this information to your specific needs. Feel free to see the accompanying Independent Contractor Agreement Overview and Commentary that explain the clauses in this template.

LEGEND

Yellow highlight = places to insert information specific to your business

This Independent Contractor Agreement (“**Agreement**”) is dated <INSERT date when both parties have signed>, and is between <INSERT Your Contractor’s Name>, with its principal place of business at <INSERT Contractor’s address>, (“**Contractor**”) and <INSERT Your Business’s Name> (“**Company**”). Contractor and Company are occasionally referred to below as “a party” and collectively as “parties.”

In consideration of the mutual promises contained herein, the parties agree as follows:

1. **Term.** The term of this Agreement will commence on the date that the second party signs and ends 90 days after the date of completion of the Services (as defined in Section 2 of this Agreement).
2. **Scope of Services.** “**Services**” means the Services detailed in Exhibit A. Company hereby engages Contractor, and Contractor hereby accepts such engagement, as an independent contractor to provide the Services to Company on the terms and conditions set forth in this Agreement.
3. **Payment.** As full consideration for the Services and the rights granted to Company in this Agreement, Company shall pay Contractor a fixed fee of <INSERT the amount> (the “**Fees**”), which will be due after completion of the Services to Company’s satisfaction (or as otherwise set forth in Exhibit A). Contractor acknowledges that Contractor will receive an IRS Form 1099 from Company, and that Contractor shall be solely responsible for all federal, state, and local taxes associated with its receipt of the Fees. Contractor is solely responsible for any travel or other costs or expenses incurred by Contractor in connection with the performance of the Services, and in no event shall Company reimburse Contractor for any such costs or expenses. Upon completion of the Services, Contractor shall submit an invoice to Company for Fees. Company shall pay all undisputed fees within 30 days after Company’s receipt of the invoice.
4. **Relationship of the Parties.** Contractor is an independent contractor of Company, and this Agreement shall not be construed to create any association, partnership, joint venture,

employment, or agency relationship between Contractor and Company for any purpose. Company does not and shall not control or direct the manner or means by which Contractor (or Contractor's employees or contractors) perform the Services. If necessary for the performance of the Services, Company shall provide Contractor with access to its premises, materials, information, and systems to as set forth in Exhibit A. Unless otherwise specified in Exhibit A, Contractor shall furnish, at Contractor's own expense, the materials, equipment, and other resources necessary to perform the Services. Contractor has no authority (and shall not hold themselves out as having authority) to bind Company and Contractor shall not make any agreements or representations on Company's behalf without Company's prior written consent. Contractor will not be eligible to participate in any benefit plans offered by Company to its employees, and Company will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Contractor's behalf. Contractor shall be responsible for, and shall indemnify Company against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Contractor in connection with the performance of the Services shall be Contractor's employees or contractors and Contractor shall be fully responsible for them and indemnify Company against any claims made by or on behalf of any such employee or contractor.

5. **Intellectual Property Rights.** "Work Product" means all deliverables (such as information and materials) produced by Contractor in connection with the Services or this Agreement. "IP Rights" means all patents, copyrights, trademarks, and other intellectual property rights. As between Contractor and Company, Company will own all Work Product and all associated IP Rights in the Work Product as if it were "work made for hire" as defined in the Copyright Act of 1976. Therefore Contractor hereby irrevocably assigns to Company and its successors and assigns, for no additional consideration, Contractor's entire right, title, and interest in and to any Work Product and all associated IP Rights. As between Contractor and Company, Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Contractor by Company ("**Company Materials**") and all associated IP Rights. Contractor may only reproduce or use any Company Materials during the term and then only to the extent necessary to perform the Services. Contractor may not use Company's trademarks, service marks, trade names, logos, symbols, or brand names without prior written permission from Company.
6. **Confidential Information.** During the Agreement, Contractor and Company may have access to or gain knowledge of various proprietary processes, business plans, records and information relating to Company and/or Contractor ("**Confidential Information**"), which shall remain the exclusive property of whichever party owns the Confidential Information. Parties agree that they will not disclose or use any Confidential Information, directly or indirectly, either during the term of this Agreement or at any time thereafter, except as required during the Agreement or as otherwise permitted by the parties. Confidential Information does not include information that can be shown to be known by the other party

before disclosure, or that was public information or that the owner approved for release. In the event Contractor breaches or threatens to breach this section of this Agreement, Contractor hereby acknowledges and agrees that money damages would not afford an adequate remedy and that Company shall be entitled to seek a temporary or permanent injunction or other equitable relief restraining such breach or threatened breach from any court of competent jurisdiction without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

7. Representations and Warranties.

7.1 Contractor represents and warrants to Company that:

- (a) it has the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of its obligations in this Agreement;
- (b) its entering into this Agreement with Company, and its performance of the Services, does not and will not conflict with or result in any breach or default under any other agreement to which it is subject;
- (c) it has the required skill, experience, and qualifications to perform the Services, it shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services, and it shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
- (d) it shall perform the Services in compliance with all applicable laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services;
- (e) Company will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and
- (f) all Work Product is and shall be its original work (except for material in the public domain or provided by Company) and does not and will not violate or infringe upon the IP Rights or any other right whatsoever of any person or other entity.

7.2 Company hereby represents and warrants to Contractor that:

- (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate action.

8. Governing Law, Dispute Resolution and Venue.

- 8.1** This Agreement and all matters arising out of or relating to this Agreement and the Services (whether sounding in contract, tort, or statute) will be governed by and construed in accordance with the laws of the State of Washington, without giving effect

to any conflict of laws principles that would cause the laws of any other jurisdiction to apply.

- 8.2** The parties acknowledge and agree that they will first attempt to resolve any dispute resulting from or arising from this Agreement through friendly consultation with one another. If friendly consultation fails to resolve the dispute, the parties agree to submit the dispute to a mediator for resolution. The parties shall attempt to agree upon a mediator. The parties shall share the costs of the mediation equally.
- 8.3** If mediation is unsuccessful, any action or proceeding by either of the parties to enforce this Agreement must be brought in a state or federal court located in King County, Washington. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts.
- 9. Indemnification.** Each party shall indemnify, defend and hold harmless the other party (and its affiliates, directors, officers, employees, volunteers and/or agents) from all damages, liabilities, fines, settlements, costs and attorneys' fees that arise from any claim or demand made in connection with (i) the party's breach of this Agreement, or (ii) the negligent or willful acts or omissions or intentional misconduct of the party, to the extent of the party's comparative responsibility for such damage.
- 10. Limitation of Liability.** Except for a party's indemnification obligations and confidentiality obligations under this Agreement, to the maximum extent permitted by applicable law, (a) neither party will be liable to the other party for any consequential, incidental, indirect, exemplary, special, punitive, or enhanced damages, or for any loss of actual or anticipated profits in connection with or resulting from this Agreement, regardless of whether such damage was foreseeable and whether either party has been advised of the possibility of such damages, and (b) the maximum aggregate liability of Company to Contractor for any actual damages due to breach of this Agreement will not exceed the amount paid or payable to Contractor by Company in the twelve (12) months preceding the actual damages.
- 11. Insurance.** During the term, Contractor shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to Company, with policy limits sufficient to protect and indemnify Company (and its affiliates, directors, officers, employees, volunteers and/or agents) from any losses resulting from Contractor's acts or omissions or the acts or omissions of Contractor's agents, contractors, servants, or employees. Company shall be listed as additional insured under such policy, and Contractor shall forward a certificate of insurance verifying such insurance upon Company's written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30-day notification period and that Company will be immediately notified in writing of any such notice of termination.

12. **Severability.** If any term or provision of this Agreement or its application to any person or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignability.** Contractor shall not assign any rights or delegate or subcontract any obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this section is void and does not relieve Contractor of any of its obligations under this Agreement.
14. **Entire Agreement.** This Agreement constitutes the entire, final and exclusive understanding between the parties and supersedes all prior contracts or understandings, relating in any way to the Services contemplated by this Agreement, whether written or oral.
15. **Amendments.** This Agreement may only be amended or supplemented in writing and signed by both parties.
16. **Termination.** Each party may terminate this Agreement at any time with or without cause upon thirty (30) days' written notice. If Company terminates this Agreement due to Contractor's breach of this Agreement then Company shall not be required to pay any Fees or expenses and Contractor must return all Fees or expenses that were paid in advance. Upon receipt of the notice of termination, Contractor will return all Confidential Information. The provisions of Sections 3, 4, 5, 6, 7, 8, 9, and 10 shall survive expiration or termination of this Agreement for any reason.

Parties have read this Agreement carefully and understand its terms and conditions.

Contractor
Name:
Title:
Date:

Company
Name:
Title:
Date:

EXHIBIT A

Description of Services

1. Scope of Services.

<INSERT description of the Services Contractor will perform>

Additional Services may be added by parties by mutual agreement in writing.

2. Timeframe.

The Services will be provided from <INSERT start date> until <INSERT end date>. <INSERT any additional details regarding timing.>

3. Company Obligations.

<INSERT any details regarding what Company needs to provide Contractor to enable them to provide the Services, such as access to premises, materials, or systems>

4. Payment Terms.

<INSERT the amount and method of payment, including payment structure (fixed fee/hourly/milestone)>

5. Work Product.

<INSERT description of the work product to be created>