

## Independent Contractor Agreement

### Parties Involved:

- **Client:** Acme Corp, a Delaware corporation, located at 123 Business Ave, Wilmington, DE 19801.
- **Contractor:** John Doe Consulting, a sole proprietorship, located at 456 Contractor St, Austin, TX 73301.
- **Effective Date:** July 14, 2024

### Services:

**2.1 Scope of Work:** The Contractor agrees to provide the following services (the "Services"): website development and maintenance for Acme Corp's e-commerce platform. This includes creating a responsive design, implementing e-commerce functionalities, and ensuring website security.

**2.2 Deliverables:** The Contractor shall deliver the following specific deliverables (the "Deliverables"):

- Initial website design mockups
- Fully functional e-commerce website
- Monthly maintenance reports

**2.3 Schedule:** The Services shall be completed within six months from the Effective Date, unless extended by mutual written agreement.

### Compensation:

**3.1 Payment Terms:** The Client shall pay the Contractor \$10,000 for the Services rendered. Payment shall be made in three installments: \$3,000 upon signing the Agreement, \$3,500 upon delivery of the initial website design mockups, and \$3,500 upon final website launch.

**3.2 Invoices:** The Contractor shall submit invoices detailing the Services rendered and expenses incurred, if any. Invoices must be submitted monthly and shall be paid within 30 days of receipt.

### Contractual Terms:

**4.1 Independent Contractor Status:** The Contractor acknowledges that they are an independent contractor and not an employee of the Client. The Contractor has the right to control the means and methods of performing the Services.

**4.2 Intellectual Property Rights:** Any intellectual property created by the Contractor in connection with the Services shall belong exclusively to the Client. The Contractor agrees to assign all rights, title, and interest in such intellectual property to the Client.

**4.3 Confidentiality:** The Contractor shall not disclose any confidential or proprietary information belonging to the Client, both during and after the term of this Agreement.

**4.4 Termination:** Either party may terminate this Agreement upon 30 days' written notice to the other party for any reason. The Client may terminate this Agreement immediately for cause, including but not limited to, material breach of contract or failure to perform Services.

**4.5 Indemnification:** The Contractor agrees to indemnify and hold harmless the Client from any claims, liabilities, damages, losses, costs, and expenses arising from or related to the Contractor's performance or breach of this Agreement.

**4.6 Applicable Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of Delaware. Any dispute arising out of or in connection with this Agreement shall be resolved in the courts of Wilmington, DE.

**4.7 Entire Agreement:** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, representations, and understandings.

**Miscellaneous:**

**5.1 Amendments:** Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

**5.2 Assignment:** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

**5.3 Severability:** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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

**Client:**

Acme Corp

By: \_\_\_\_\_

Name: Jane Smith

Title: CEO

Date: \_\_\_\_\_

**Contractor:**

John Doe Consulting

By: \_\_\_\_\_

Name: John Doe

Title: Owner

Date: \_\_\_\_\_

