date here

Independent Contractor Agreement

This Agreement is being entered into by client’s name here (“Client”) and your full name (“Independent Contractor”) beginning on the date this signed Agreement is received by Independent Contractor from Client.

**1. Services**

insert specific services to be provided here

Services do not include insert specific services that are not included in this Agreement here\*

\* Example: Services do not include the costs of online or offline media buying and selling, search engine optimization, photography, videography, print production, shipping, mailing, postage, mailing lists, outside research / focus groups, travel expenses, or graphic design (“Other Products & Services”). If Client requests Other Products & Services from Service Provider, Client is responsible for full payment, including the hours performed by Service Provider to facilitate and/or fulfill them.

**2. Compensation**

Client shall issue payment to Independent Contractor in the amount of $XX.XX per calendar month (“Monthly Retainer”) OR $XX.XX per hour for services performed on the first business day of each proceeding month. Independent Contractor will email Client a written timesheet and invoice with the exact amount of hours and tasks performed during the previous calendar month. Invoices not paid in full within thirty (30) days of issuance may be assessed a monthly late charge no more than the highest legal percentage according to insert U.S. state here law.

**3. Independent Contractor Relationship**

Independent Contractor’s relationship with Client is that of an Independent Contractor. Nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Independent Contractor’s compensation will be withheld by Client for the payment of any taxes, subject to insert U.S. state here law.

**4. Ownership of Work Product**

Independent Contractor agrees that all work developed by him alone or in conjunction with others in connection with the performance of services pursuant to this Agreement is and shall be the sole property of Client, and Independent Contractor shall retain no ownership, interest, or rights therein. Independent Contractor agrees to provide Services without knowingly using other copyrighted, trademarked or patented works.

**5. Confidentiality**

**5.1 Definition of Confidential Information**. "CONFIDENTIAL INFORMATION" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, proprietary information, computer files, and client information related to the past, current, future, and proposed services of Client and includes, without limitation, Client property, and Client's information concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information.

**5.2 Nondisclosure and Non-Use Obligations**. Independent Contractor agrees to protect the confidentiality of all Confidential Information and, except as permitted in this section, Independent Contractor shall neither use nor disclose the Confidential Information. Independent Contractor may use the Confidential Information solely to perform services within this Agreement for the benefit of Client.

**5.3 Exclusion from Nondisclosure and Non-Use Obligations**. Independent Contractor’s obligations under Section 5.2 ("NONDISCLOSURE AND NON-USE OBLIGATIONS") with respect to any portion of the Confidential Information shall not apply to any such portion that Independent Contractor can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to Independent Contractor by Client; (b) was rightfully in Independent Contractor’s possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Independent Contractor by Client; or (c) was developed by Independent Contractor independently of and without reference to any information communicated to Independent Contractor by Client. A disclosure of Confidential Information by Independent Contractor, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that Independent Contractor shall provide prompt written notice thereof to Client to enable Client to seek a protective order or otherwise prevent such disclosure.

**6. General Provisions**

**6.1 Governing Law**. This Agreement shall be governed in all respects by relevant state and federal laws of the United States. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the courts, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such courts, such personal jurisdiction shall be nonexclusive.

**6.2 Severability**. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

**6.3 Injunctive Relief for Breach**. Independent Contractor agrees that his obligations under this Agreement are of a unique character that gives them particular value; Independent Contractor’s breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper, including monetary damages if appropriate.

**6.4 Liability.** By using the Services as defined in this Agreement, Client assumes financial and legal responsibility for such Services carried out at Client’s instruction. Client agrees to reimburse Independent Contractor for expenses associated with lawsuits or other legal matters brought to the Independent Contractor as they pertain to the use of these Services, other than where due to unauthorized action by Independent Contractor.

**6.5 Termination of Agreement**. Both Client and Independent Contractor have the expressed written consent to terminate this Agreement at any time and for any reason, by giving XX days written notice. Client agrees to pay Independent Contractor the unpaid balance within thirty (30) days of written termination of this Agreement.

**6.6** **Agreement Expiration.** This Agreement is completely invalid if it is not received by Independent Contractor, signed and dated by Client, within XX days of issuance.

The undersigned parties have executed this Agreement, thereby making it effective:

Independent Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Independent Contractor Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Client Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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