**Add stock/company or document related Image here,**

*Once you add image, click on it got to “Picture format” and then from “Arrange” tab go to the “sent to back” and click sent to back option. Also make sure the wrap the image “behind text” is also checked. And manually position image.*

Independent Contractor   
Agreement

**Updated: January 22,2025**

Prepared For:

Completed By:

**Add Your Company Logo/Name here**

**Table of Contents**

[Independent Contractor Agreement 2](#_Toc188115537)

[How to Use This Document 2](#_Toc188115538)

[Independent Contractor Agreement 3](#_Toc188115539)

[1 Parties: 3](#_Toc188115540)

[2 Scope of Work: 3](#_Toc188115541)

[3 Term: 3](#_Toc188115542)

[4 Compensation: 3](#_Toc188115543)

[5 Independent Contractor Relationship: 3](#_Toc188115544)

[6 Confidentiality: 4](#_Toc188115545)

[7 Intellectual Property: 4](#_Toc188115546)

[8 Non-Exclusivity: 4](#_Toc188115547)

[9 Termination: 4](#_Toc188115548)

[10 Indemnification: 4](#_Toc188115549)

[11 Governing Law: 4](#_Toc188115550)

[12 Entire Agreement: 4](#_Toc188115551)

[13 Amendments: 5](#_Toc188115552)

[14 Notices: 5](#_Toc188115553)

[15 Severability: 5](#_Toc188115554)

# Independent Contractor Agreement

## How to Use This Document

1. Carefully review and customize all sections marked with brackets ([ ]).
2. Ensure compliance with local laws and regulations.
3. Both parties should review the document thoroughly before signing.
4. Retain a signed copy for your records.

***Disclaimer:*** *This template is provided for informational purposes only and does not constitute legal advice. Consult a legal professional to ensure this document meets your specific needs and complies with applicable laws in your jurisdiction.*

# Independent Contractor Agreement

**[Insert Company Logo]**

**This Independent Contractor Agreement** (the "Agreement") is made and entered into as of [DATE] by and between:

## Parties:

* **Company:** [Full Legal Name of the Company] (the "Company"), having its principal place of business at [Address].
* **Contractor:** [Full Legal Name of the Contractor] (the "Contractor"), residing at [Address].

The Company and the Contractor are referred to collectively as the "Parties."

## Scope of Work:

* The Contractor agrees to provide the following services (the "Services"): [Detailed Description of Services to be Performed].
* The Contractor will deliver the Services in accordance with the terms outlined in this Agreement and any applicable schedules or attachments.

## Term:

This Agreement shall commence on [Start Date] and:

* Continue until [End Date], unless terminated earlier as provided herein.
* Remain ongoing until either Party provides [Number] days written notice of termination.

## Compensation:

The Company agrees to pay the Contractor as follows:

* Rate: [Hourly/Project-Based Fee] of $[Amount] per [Hour/Project/Deliverable].
* Payment Schedule: [Weekly/Bi-Weekly/Monthly] upon receipt of an invoice from the Contractor.

The Contractor is responsible for all expenses incurred unless otherwise agreed in writing.

## Independent Contractor Relationship:

* The Contractor is an independent contractor and not an employee, agent, or partner of the Company.
* The Contractor shall be responsible for their own taxes, insurance, and compliance with legal obligations.
* The Company will not withhold taxes or provide employee benefits.

## Confidentiality:

* The Contractor agrees not to disclose or use any confidential information belonging to the Company without prior written consent.
* Confidential information includes but is not limited to trade secrets, business strategies, client information, and proprietary data.
* This obligation shall survive the termination of this Agreement.

## Intellectual Property:

* Any work product created by the Contractor under this Agreement (the "Work Product") shall be the sole property of the Company.
* The Contractor assigns all rights, title, and interest in the Work Product to the Company.

## Non-Exclusivity:

* The Contractor retains the right to perform services for other clients, provided there is no conflict of interest.
* The Contractor shall notify the Company of any potential conflicts.

## Termination:

* Either Party may terminate this Agreement by providing [Number] days written notice.
* The Company may terminate this Agreement immediately for cause, including breach of contract or misconduct.

Upon termination, the Contractor shall return all Company property and confidential information.

## Indemnification:

* The Contractor agrees to indemnify and hold harmless the Company from any claims, damages, or liabilities arising from the Contractor’s performance of the Services.

## Governing Law:

* This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

## Entire Agreement:

* This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings.

## Amendments:

* This Agreement may only be amended in writing and signed by both Parties.

## Notices:

* Any notices required under this Agreement shall be delivered to the respective addresses listed above, either personally, by mail, or by email at [Email Address].

## Severability:

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

**Company Representative:**

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Contractor:**

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

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

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

**Please delete the last page once you are done.**

****

**A colorful logo on a black background

Description automatically generated**

**Email:** [contact@prosupporthr.ca](mailto:contact@prosupporthr.ca)

**Phone:** 289-628-1484

**Website:** <https://prosupporthr.ca>

**Copyright © 2025 ProSupport HR Partners**

All rights reserved. Unauthorized reproduction or distribution of this template is prohibited.

**Contact Us:**