

INDEPENDENT CONTRACTOR SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this [Day] day of [Month], [Year], between the parties:

A. CLIENT:

- **Name:** [Client Company Name / Individual Name]
- **Address:** [Client Address] (Hereinafter, "Client")

AND

B. CONTRACTOR:

- **Name:** [Contractor Company Name / Individual Name]
- **Address:** [Contractor Address] (Hereinafter, "Contractor")

1. SERVICES PROVIDED

The Contractor agrees to perform the services detailed in **Exhibit A (Scope of Work)**, attached hereto and incorporated by reference (the "Services").

2. COMPENSATION

The Client agrees to compensate the Contractor for the satisfactory performance of the Services as follows:

Payment Method	Details	Amount / Rate
Fee Structure	[e.g., Fixed Fee, Hourly Rate, Retainer]	[Total Fixed Fee: \$[Amount] OR Hourly Rate: \$[Rate]/hour]
Payment Schedule	[e.g., Monthly invoice, Upon completion of milestones, Weekly]	[Net 30 days upon receipt of invoice]
Expenses	[Check one]: [] Reimbursable with prior approval AND receipt OR [] Not Reimbursable	[_____]

Late Fees: Any invoice not paid within [Number] days of the due date will be subject to a late fee of [Percentage]% per month.

3. TERM AND TERMINATION

- **Term:** This Agreement shall commence on [Start Date] and shall continue until the Services are completed or until [End Date], unless sooner terminated as provided herein.
- **Termination for Convenience:** Either party may terminate this Agreement for any reason upon providing [Number] days written notice to the other party.
- **Effect of Termination:** Upon termination, the Client shall pay the Contractor for all Services satisfactorily rendered up to the effective date of termination.

4. INDEPENDENT CONTRACTOR STATUS

The parties expressly agree that the Contractor is acting solely as an **Independent Contractor** and not as an employee, partner, joint venturer, or agent of the Client.

- The Contractor shall be solely responsible for all taxes, insurance, licensing, and benefits associated with its business operations and personnel.
- The Contractor shall have the sole right to control and direct the means, manner, and method by which the services are performed.

5. CONFIDENTIALITY

The Contractor agrees not to use or disclose any confidential, proprietary, or trade secret information of the Client, whether learned before or during the term of this Agreement, for a period of [Number] years following the termination of this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

- **Work Product:** All work product, materials, documentation, and deliverables created by the Contractor specifically for the Client under this Agreement ("Work Product") shall be deemed "work made for hire" (to the extent permitted by law).
- **Assignment:** To the extent that the Work Product is not deemed "work made for hire," the Contractor hereby assigns to the Client all rights, title, and interest in and to the Work Product.

7. WARRANTIES AND INDEMNIFICATION

The Contractor warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. The Contractor agrees to indemnify and hold the Client harmless from any claims arising from the Contractor's performance, breach of this Agreement, or negligence.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the [State/Country] of [Name of State/Country].

9. ENTIRE AGREEMENT

This document, including Exhibit A, constitutes the entire agreement between the parties and supersedes any prior agreements or understandings.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of the date first written above.

CLIENT:

Signature: _____

Printed Name: _____

Title: _____

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: _____