This Agreement is made on [***Insert Date***] between [***Insert Name of Company***] and [***Insert Name of Contractor***].

Subject to the terms and conditions as set forth herein, [***Insert Name of Company***] retains [***Insert Name of Contractor***] and [***Insert Name of Contractor***] hereby accepts [***Insert Name of Company***]'s retention to perform services described herein.

**Contractor obligations:**  
In return for the compensation noted under "Contractor Compensation," contractor voluntarily agrees to perform services for [***Insert Name of Company***] as described below:

In this area supply a full description of:

* Scope of services
* Time frame in which the services are to take place
* Expectations for final outcome, product and report
* Provisions for unexpected delays
* Penalties for incomplete work
* Procedure for adding additional work or extending the contract

**Contractor compensation**  
In full consideration of all services performed by contractor as described in this contract, [***Insert Name of Company***] shall pay contractor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_for completion of assigned tasks. Contractor shall be exclusively responsible for the payment of all taxes incidental to the compensation paid for services performed, including but not limited to federal and state income, sales, or use taxation.

**Independent contractor**  
Contractor's relationship to [***Insert Name of Company***] is one of independent contractor. Nothing in the agreement shall create an employment or agency relationship, nor shall contractor act as an agent or employee of [***Insert Name of Company***] unless such representation is outlined in the scope of services.

Contractor's services are to be performed solely by contractor, or approved subcontractors, for [***Insert Name of Company***] pursuant to the terms of this contract.

**Standards of performance**

Compliance with law

Contractor's performance of services under this agreement shall be in compliance with all applicable laws or regulations of the federal, state, and local government.

Reputation and goodwill

Contractor shall not perform any contracted services in a manner which would be injurious to the reputation and goodwill of [***Insert Name of Company***].

Trade secrets

Contractor shall not in any manner disclose to any person, partnership, firm or corporation any information concerning any matters affecting or relating to the business of [***Insert Name of Company***] including, but not limited to, any trade secrets, production processes, customers, pricing or marketing plans. This covenant shall remain in effect following termination of this contract.

Waiver of liability

[***Insert Name of Company***] shall not be liable to contractor on account of any personal injuries or property damage sustained by contractor in performance of services hereunder. Contractor shall indemnify and hold [***Insert Name of Company***] harmless from all liability for personal injuries or property damage directly related to the performance of contracted services.

Modification of contract

No waiver or modification of this contract or of any covenant, condition or limitation herein shall be valid unless presented in writing and signed by both parties.

Severability

All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this contract shall remain intact except for the omission of the invalid covenant.

Choice of law

It is the intention of both parties that all suits that may be brought arising out of, or in connection with this agreement will be construed in accordance with and under and pursuant to the laws of the state of [***Insert Name of State***].

Entire agreement

This contract contains the complete agreement concerning the services to be performed by the contractor for [***Insert Name of Company***] and supersedes all prior agreements or understandings, written or unwritten. By signing this contract, both parties acknowledge that they have read this contract, understood its terms, including the release, have had an opportunity to have legal counsel review this agreement, and have voluntarily accepted its provisions.

Executed this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [***Insert Year***] in [***Insert City, State***].

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| ***Signature of Company*** | ***Signature of Contractor*** |