

INDEPENDENT CONTRACTOR AGREEMENT

General Services - Sample / Educational Use Only

Client ("Company")	Contractor ("Contractor")
[Company / Individual Name]	[Contractor Full Name / Business Name]
[Address]	[Address]
[City, State ZIP]	[City, State ZIP]
[Email · Phone]	[Email · Phone]

This Independent Contractor Agreement (the "Agreement") is entered into as of [Effective Date] by and between the Company and Contractor identified above. The parties agree as follows:

1. SERVICES

Contractor agrees to perform the following services (the "Services") for Company:

[Describe services in detail — e.g., software development, graphic design, marketing consulting, copywriting, data analysis.]

Contractor shall complete the Services in accordance with any milestones or deadlines set forth in Exhibit A, attached hereto and incorporated by reference.

2. COMPENSATION

Company agrees to pay Contractor: [choose one]

- A fixed fee of \$[Amount] for the full scope of Services described above; OR
- An hourly rate of \$[Rate]/hour, payable upon submission of itemized invoices.

Invoices shall be submitted [weekly / bi-weekly / monthly / upon milestone completion] and are due within [15 / 30] days of receipt. Late payments accrue interest at [1.5]% per month.

3. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of Company. Contractor retains full control over the means and methods of performing the Services. Company may specify the results desired but shall not direct the day-to-day manner of performance.

Contractor is solely responsible for all taxes, including self-employment tax, arising from compensation under this Agreement. Company will not withhold any federal, state, or local taxes from payments to Contractor. Contractor shall not be entitled to any employee benefits, including health insurance, retirement plans, paid leave, or workers' compensation coverage.

4. TERM AND TERMINATION

This Agreement begins on [Start Date] and continues until [End Date / project completion], unless terminated earlier.

Either party may terminate this Agreement with [14 / 30] days written notice. Company may terminate immediately for cause if Contractor materially breaches this Agreement and fails to cure the breach within 5 business days of written notice. Upon termination, Company shall pay for all Services satisfactorily performed through the termination date.

5. CONFIDENTIALITY

During the term of this Agreement and for [2] years thereafter, Contractor shall not disclose or use any Confidential Information of Company except as necessary to perform the Services. "Confidential Information" means any non-public information concerning Company's business, customers, technology, finances, or strategies, whether disclosed orally or in writing.

This obligation does not apply to information that is or becomes publicly known through no fault of Contractor, or that Contractor is required to disclose by law or court order.

6. INTELLECTUAL PROPERTY

All work product, deliverables, code, designs, content, and materials created by Contractor in connection with the Services ("Work Product") shall be the sole and exclusive property of Company. To the extent any Work Product qualifies as a "work made for hire" under the Copyright Act, it shall be deemed such. To the extent it does not, Contractor hereby irrevocably assigns all rights, title, and interest in the Work Product to Company.

Contractor warrants that the Work Product will not infringe any third-party intellectual property rights.

7. NON-SOLICITATION

During the term and for [12] months after termination, Contractor shall not, directly or indirectly, solicit or hire any employee or contractor of Company with whom Contractor had contact during the engagement.

8. LIMITATION OF LIABILITY

In no event shall either party be liable for indirect, incidental, special, or consequential damages arising out of or related to this Agreement, even if advised of the possibility of such damages. Company's total liability to Contractor shall not exceed the amounts paid to Contractor in the [3] months preceding the claim.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of [State], without regard to conflict of law principles. Any dispute shall be resolved by binding arbitration in [City, State] under the rules of the American Arbitration Association, except that either party may seek injunctive relief in court to protect intellectual property or

confidential information.

10. ENTIRE AGREEMENT

This Agreement, together with any attached Exhibits, constitutes the entire agreement between the parties and supersedes all prior discussions, representations, and agreements. Amendments must be in writing and signed by both parties. If any provision is found unenforceable, the remaining provisions shall continue in full force.

SIGNATURES

COMPANY	CONTRACTOR
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title / Role: _____
Date: _____	Date: _____

EXHIBIT A — SCOPE OF SERVICES AND MILESTONES

Milestone / Deliverable	Due Date	Payment (if applicable)
[Deliverable 1 — e.g., Discovery and requirements document]	[Date]	[\$Amount]
[Deliverable 2 — e.g., First draft / prototype]	[Date]	[\$Amount]
[Deliverable 3 — e.g., Final delivery + revisions]	[Date]	[\$Amount]
[Add rows as needed]		

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