

# Independent Contractor Agreement

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## Independent Contractor Agreement

Effective Date: [DATE]

Between:

Company: [COMPANY NAME], a [STATE] [ENTITY TYPE -- e.g., "limited liability company"], located at [COMPANY ADDRESS] ("Company")

Contractor: [CONTRACTOR FULL NAME / BUSINESS NAME], located at [CONTRACTOR ADDRESS] ("Contractor")

### 1. Services

(a) Scope. The Contractor agrees to perform the following services for the Company (the "Services"):

[DETAILED DESCRIPTION OF SERVICES, DELIVERABLES, AND SPECIFICATIONS]

(b) Change Orders. Any changes to the scope of Services must be agreed upon in a written change order signed by both parties before additional work begins. Change orders will specify the revised scope, timeline, and additional compensation (if any).

(c) Standard of Work. The Contractor shall perform the Services in a professional and workmanlike manner, consistent with industry standards.

### 2. Compensation

(a) Fee. The Company shall pay the Contractor as follows:

[SELECT ONE:]

- Fixed Fee: \$[AMOUNT] for the complete Services described in Section 1.
- Hourly Rate: \$[RATE] per hour, not to exceed [MAXIMUM HOURS] hours or \$[CAP AMOUNT] without prior written approval.
- Milestone-Based: Per the payment schedule attached as Exhibit A.

(b) Invoicing. The Contractor shall submit invoices [monthly / upon milestone completion / upon project completion] to [INVOICE EMAIL OR SYSTEM]. Each invoice shall include a description of work performed, hours worked (if hourly), and any approved expenses.

(c) Payment Terms. The Company shall pay each invoice within [30] days of receipt.

(d) Expenses. The Company will reimburse the Contractor for pre-approved, documented expenses. Expenses exceeding \$[AMOUNT] require prior written approval.

(e) Taxes. The Contractor is solely responsible for all federal, state, and local taxes, including self-employment taxes, arising from compensation received under this Agreement. The Company will report payments to the Contractor on IRS Form 1099-NEC as required by law. The Company will not withhold income taxes, Social Security, Medicare, or any other payroll taxes.

### **3. Independent Contractor Status**

The parties expressly intend and agree that the Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of the Company. The following terms reflect and reinforce this relationship:

(a) Control. The Contractor retains full control over the manner, method, and means of performing the Services. The Company may specify the desired results but shall not direct or control the process by which the Contractor achieves those results.

(b) Schedule. The Contractor determines their own working hours and schedule. The Company may set reasonable deadlines for deliverables but does not require the Contractor to work specific hours or days.

(c) Location. The Contractor determines where they perform the Services. The Company does not require the Contractor to work at a specific location unless a particular task requires on-site presence, in which case the parties will agree in advance.

(d) Tools and Equipment. The Contractor shall provide their own tools, equipment, software, and workspace necessary to perform the Services at their own expense.

(e) Other Clients. The Contractor is free to perform services for other clients during the term of this Agreement, provided such work does not create a conflict of interest or interfere with the timely completion of the Services.

(f) No Employee Benefits. The Contractor is not entitled to any Company employee benefits, including but not limited to health insurance, retirement plans, paid time off, workers' compensation, or unemployment insurance.

(g) Subcontractors. The Contractor may engage subcontractors to assist in performing the Services, provided the Contractor (i) obtains the Company's prior written approval, (ii) remains fully responsible for all work performed by subcontractors, and (iii) ensures all subcontractors are bound by confidentiality and IP obligations at least as protective as those in this Agreement.

(h) No Authority to Bind. The Contractor has no authority to enter into contracts, make commitments, or incur obligations on behalf of the Company.

### **4. Intellectual Property Rights**

(a) Work Product. All deliverables, work product, inventions, designs, software, documentation, and other materials created by the Contractor specifically for the Company under this Agreement ("Work Product") shall be the sole property of the Company upon full payment of all fees due.

(b) Assignment. The Contractor hereby assigns to the Company all rights, title, and interest in and to the Work Product, including all copyrights, patents, trade secrets, and other intellectual property rights, effective upon receipt of full payment.

(c) Contractor Tools. The Contractor retains all rights to their pre-existing tools, software libraries, frameworks, methodologies, and know-how ("Contractor Tools"). To the extent any Contractor Tools are incorporated into the Work Product, the Contractor grants the Company a perpetual, non-exclusive, royalty-free, worldwide license to use such Contractor Tools solely as part of the Work Product.

(d) Moral Rights. To the extent permitted by applicable law, the Contractor waives any moral rights in the Work Product.

(e) Cooperation. The Contractor agrees to execute any documents and take any actions reasonably requested by the Company to perfect the Company's ownership of the Work Product.

## 5. Confidentiality

(a) Definition. "Confidential Information" means any non-public information disclosed by the Company to the Contractor, including business plans, financial information, customer data, technical specifications, trade secrets, and proprietary methodologies.

(b) Obligations. The Contractor agrees to (i) hold all Confidential Information in strict confidence, (ii) not disclose Confidential Information to any third party without the Company's prior written consent, and (iii) use Confidential Information solely for the purpose of performing the Services.

(c) Exclusions. Confidential Information does not include information that (i) is or becomes publicly available through no fault of the Contractor, (ii) was known to the Contractor before disclosure, (iii) is independently developed by the Contractor without reference to the Confidential Information, or (iv) is lawfully obtained from a third party.

(d) Duration. The confidentiality obligations survive termination of this Agreement for a period of [2] years.

## 6. Term and Termination

(a) Term. This Agreement begins on the Effective Date and continues until [END DATE / "completion of the Services"], unless terminated earlier as provided below.

(b) Termination for Convenience. Either party may terminate this Agreement by providing [14] days written notice to the other party.

(c) Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure the breach within [7] days of receiving written notice of the breach.

(d) Effect of Termination. Upon termination:

- The Contractor shall deliver all completed and in-progress Work Product to the Company;
- The Company shall pay the Contractor for all Services satisfactorily performed and deliverables accepted up to the date of termination;
- The Contractor shall return or destroy all Confidential Information in their possession;
- Sections 4, 5, 7, and 8 shall survive termination.

## 7. Insurance

The Contractor shall maintain the following insurance coverage at their own expense during the term of this Agreement:

(a) General Liability Insurance with minimum coverage of \$[AMOUNT -- e.g., "\$1,000,000"] per occurrence;

(b) Professional Liability / Errors & Omissions Insurance with minimum coverage of \$[AMOUNT -- e.g., "\$1,000,000"] per occurrence;

(c) Workers' Compensation Insurance as required by applicable law, if the Contractor has employees or subcontractors.

The Contractor shall provide certificates of insurance upon request.

## 8. Indemnification

(a) By Contractor. The Contractor agrees to indemnify and hold harmless the Company from any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from (i) the Contractor's breach of this Agreement, (ii) the Contractor's negligent or willful acts, (iii) any claim that the Work Product infringes a third party's intellectual property rights, or (iv) any claim related to the Contractor's tax obligations, employment status, or relationship with subcontractors.

(b) By Company. The Company agrees to indemnify and hold harmless the Contractor from any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from the Company's breach of this Agreement or the Company's negligent or willful acts.

(c) Liability Cap. In no event shall either party's total liability under this Agreement exceed the total fees paid or payable under this Agreement.

## 9. General Provisions

(a) Governing Law. This Agreement shall be governed by the laws of the State of [STATE].

(b) Dispute Resolution. Any dispute arising under this Agreement shall be resolved first through good-faith negotiation, then mediation, and if necessary, binding arbitration in [CITY, STATE] under the rules of [ARBITRATION BODY].

(c) Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior agreements, representations, and discussions.

(d) Amendments. This Agreement may only be modified by a written instrument signed by both parties.

(e) Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

(f) Notices. All notices shall be in writing and sent to the addresses listed above via email, certified mail, or personal delivery.

(g) Assignment. The Contractor may not assign this Agreement without the Company's prior written consent. The Company may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Company

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

Name: [COMPANY REP NAME]

Title: [TITLE]

Date: [DATE]

Contractor

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

Name: [CONTRACTOR NAME]

Title: [TITLE]

Date: [DATE]