

# INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [CLIENT NAME], a Corporation organized under the laws of the State of [STATE], with an address of [CLIENT ADDRESS] (the "Client"), and [CONTRACTOR NAME], a Individual organized under the laws of the State of [STATE], with an address of [CONTRACTOR ADDRESS] (the "Contractor"). Client and Contractor are each a "Party" and together the "Parties."

## 1. Services

The Contractor shall perform the following independent contractor services for the Client (the "Services"): [SERVICES]

The Contractor shall determine the means, methods, and details of performing the Services, subject to the Client's reasonable directions as to the scope of the work and the end result. The Contractor may perform the Services at the Contractor's own location, remotely, or at any location of the Contractor's choosing.

## 2. Independent Contractor Status

The Parties acknowledge and agree that the Contractor is engaged as an **independent contractor**, not as an employee, agent, partner, or joint venturer of Client. Specifically:

1. **Control.** The Contractor controls the means, methods, sequence, and details of performing the Services.
2. **Hours.** The Contractor sets Contractor's own hours and schedule.
3. **Other clients.** The Contractor is free to perform services for other clients during the Term.
4. **Tools and resources.** The Contractor supplies Contractor's own tools, equipment, and resources.
5. **Subcontracting.** The Contractor may engage Contractor's own employees or subcontractors.
6. **No benefits.** The Contractor is not entitled to any employee benefits.
7. **Taxes.** The Contractor is solely responsible for all federal, state, and local income taxes and self-employment tax.

## 3. Tax Reporting

Before performing any Services, the Contractor shall provide Client with a completed **IRS Form W-9** (or W-8BEN for non-US contractors). If total payments equal or exceed \$600 in a calendar year, Client shall file an **IRS Form 1099-NEC** with the IRS and provide a copy to the Contractor by January 31 of the following year.



## 8. Confidentiality

The Contractor shall hold Client's Confidential Information in strict confidence and shall not disclose or use it except as needed to perform the Services. Excluded: (i) publicly known information; (ii) prior knowledge without duty; (iii) independently developed information; (iv) legally compelled disclosure. Obligations survive 3 years (indefinitely for trade secrets). Upon termination, the Contractor shall return or destroy Confidential Information within 5 business days.

## Limitation of Liability

**NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.** Except for confidentiality, indemnification, IP infringement, gross negligence, or willful misconduct, the Contractor's aggregate liability is capped at 1× fees paid in the preceding 12 months.

## Indemnification

The Contractor shall indemnify Client against third-party claims arising from the Contractor's Services, breach, IP infringement, negligence, or willful misconduct. Client shall indemnify the Contractor for claims from Client's materials or unauthorized use of Work Product.

## General Provisions

**Governing Law.** [STATE] law governs, excluding conflict rules.

**Venue.** Exclusive venue is in state or federal courts in [VENUE CITY], [STATE].

**Attorney's fees.** Prevailing Party recovers reasonable attorneys' fees.

**Assignment.** No assignment without consent, except Client may assign to a successor in interest.

**Survival; Waiver; Severability.** Customary provisions.

**Entire Agreement.** This Agreement is the entire agreement and supersedes prior agreements. Amendments must be in writing signed by both Parties.

**Counterparts; E-Sign.** Counterparts and electronic signatures permitted under E-SIGN Act.

**Notices.** Delivered to the addresses in the preamble by hand, overnight courier, certified mail, or email.

## Signatures

### Client

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PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Contractor**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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**Exhibit A — Pre-Existing Intellectual Property**

| Item | Description | Owner | |-----|-----|-----| | | | | | | |

*(Write "None" if not applicable.)*