

Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made and entered into by the undersigned parties: *NAME* (known as the “Client”) and *NAME* (known as the “Contractor”).

Date _____

Client _____

Contractor _____

Agreement

1. The Client agrees to engage the Contractor to provide the Client with the following services (the “Services”) and any other agreed upon tasks. The Contractor agrees to provide the Services to the Client.
 - _____
 - _____
2. The agreed upon rate for the Services is: _____
3. The Client will be invoiced: Weekly/Semi-Monthly/Monthly/Job Completion (circle one)
4. Payment is due: On Receipt/10 Days/30 Days (circle one)
5. Reimbursement of reasonable & necessary expenses as agreed
 - _____
 - _____
6. The Contractor providing services under this agreement understands that they are acting as an independent contractor and not an employee. This is exclusively a contract for service, not a joint venture or partnership. The Client is not required to pay or make any contributions to social security, local, state or federal tax, unemployment compensations, workers’ compensation, insurance premium, profit-sharing, pensions or any other employee benefit for the Contractor during the term of engagement. The Contractor is responsible for paying and complying with reporting requirements for all local, state and federal taxes related to payments made under this agreement. The Contractor will provide a completed W-9 form to the Client.
7. The Contractor agrees that they will not disclose, divulge reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by Client or as required by law. The obligations of confidentiality will apply during the term of engagement and will survive indefinitely upon termination of engagement. Confidential information refers to data or information relating to the business of the client which could reasonably considered to be proprietary including, but not limited to, accounting records, business processes, and client records that are not generally known in the industry of the client and where the release of the information could be reasonably expected to cause harm to the client. These also may include:

- Written, printed, graphic or electronically recorded materials provided by Client
- Proprietary information that Client deems 'secret'
- Business strategies, marketing plans, customer lists, design processes, recipes, trade secrets, computer programs, discoveries and improvements of any type, and pricing information
- Information belonging to customers and vendors of Client that Contractor gained as a result of services to Client
- Other: _____

8. The Contractor understands that the Client owns all work done for the client.
9. Upon termination of the engagement between Contractor and Client, the Contractor will return to Client all materials relating to Client's business.
10. This agreement may be terminated at any time by either party.

Signatures

Client (Printed Name): _____

Signature: _____

Date: _____

Contractor (Printed Name): _____

Signature: _____

Date: _____