

Independent Contractor Contract Template

Jim Clark Contractors

AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into on [Date], by and between:

PARTICIPANTS



Client



Independent Contractor

TERMS

1. Independent Contractor Relationship: The Contractor is an independent contractor and is not an employee, partner, or agent of the Client. The Contractor will be solely responsible for paying all taxes, including federal, state, and local taxes, arising from the payment of fees to the Contractor under this Agreement. The Contractor will not be entitled to any benefits that the Client provides to its employees.

2. Scope of Work: The Contractor agrees to perform the following work (the "Services") for the Client:
[Detailed description of the work to be done, including specific tasks and responsibilities].

Deliverables: The Contractor will deliver the following to the Client:
[List of deliverables, including any reports, products, or results expected].

3. Timeline and Milestone Schedule: The work will be completed according to the following schedule:

- Start Date : [Date]
- Completion Date: [Date]
- Milestones : [List any specific milestones and their deadlines, if applicable]

4. Price and Payment Schedule: The Client agrees to pay the Contractor as follows:

- Total Price: [Total amount to be paid]
- Payment Schedule: [Specify payment terms, e.g., payment upon completion, bi-weekly payments, milestone payments]

Material Costs: The Client [will/will not] be responsible for the costs of any materials needed for the completion of the work. If the Client is responsible, the Contractor must obtain prior approval for any such expenses.

5. Confidentiality: The Contractor agrees to maintain the confidentiality of all non-public information disclosed by the Client during the term of this Agreement. This includes any business, technical, financial, or other information provided by the Client.

6. Intellectual Property:

- Ownership : The work created under this Agreement will be owned [entirely by the Client/jointly by the Client and Contractor/entirely by the Contractor]. [Specify ownership details].

- License : The Client will have [exclusive/non-exclusive] rights to use the work created under this Agreement. [Specify any licensing terms if applicable].

7. Expectations and Requirements:

- Licensing and Insurance: The Contractor will maintain all necessary licenses and insurance required to perform the Services.
- Paperwork and Documentation: The Contractor will provide all necessary paperwork and documentation as requested by the Client.
- Behavior: The Contractor agrees to conduct themselves in a professional manner and adhere to the Client's policies while on-site.
- Non-Competition and Non-Solicitation: The Contractor agrees not to compete with the Client or solicit the Client's employees or customers for [specify period, e.g., one year] following the termination of this Agreement.

8. Amendments: This Agreement may be amended only by a written document signed by both parties. Any changes must be discussed and agreed upon by both parties before they take effect.

9. Termination:

- By Either Party: Either party may terminate this Agreement with [specify notice period, e.g., 30 days] written notice.
- For Breach: Either party may terminate this Agreement immediately if the other party breaches any material provision of this Agreement and fails to cure such breach within [specify period, e.g., 10 days] after receiving written notice of the breach.

10. Dispute Resolution: Any disputes arising under this Agreement will be resolved through the following procedures:

- Negotiation: The parties will first attempt to resolve the dispute through informal negotiation.
- Mediation : If the dispute cannot be resolved through negotiation, the parties agree to attempt to resolve the dispute through mediation.
- Arbitration : If the dispute is not resolved through mediation, it will be submitted to binding arbitration under the rules of the [specify arbitration association, e.g., American Arbitration Association].
- Legal Remedies : The parties agree that the arbitrator's decision will be final and binding and may be entered as a judgment in any court of competent jurisdiction.

11. Signatures: By signing below, the parties agree to the terms and conditions outlined in this Independent Contractor Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES

Client

Independent Contractor