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Independent Contractor Agreement

This Agreement is made and entered into as of the _____ day of _____, 20____, by and between [Client's name] ("Client") and [Contractor's name] ("Contractor") (collectively, the "Parties").

In consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1) Duties:

Contractor's duties, description of services to be performed and/or products to be created (collectively, the "Work") are set forth in Schedule A, attached hereto and incorporated into this Agreement by this reference. Schedule A may be amended in writing from time to time with revised or additional Work to be performed by the Contractor and agreed to by the Client, and additional duties, services, or projects may be added as Schedule B, Schedule C, et seq.; and in such an instance, any reference to "Schedule A" in this Agreement shall also be deemed to apply to Schedule B, Schedule C, et seq.

2) Compensation / Payment:

Client agrees to compensate the Contractor as described and set forth in Schedule A.

3) Assignment of Intellectual Property:

In consideration of the compensation described in this Agreement, Contractor, and on behalf of its employees and agents, agrees to grant, release, and assign to Client, all right, title, and interest in all copyrights, patents, trade secrets, and other intellectual property arising out of the Work created under this Agreement; that is, all products or inventions created by Contractor or its employees or agents arising from or reasonably related to the Work for Client, shall be and become irrevocably the property of Client.

Upon request, Contractor will provide, execute, and return to Client whatever documents, information, and materials are in Contractor's possession or reasonably available to Contractor to enable Client to protect its copyrights, patents, trade secrets, and other intellectual property rights in any materials produced as a result of this Agreement. Any equipment, software (including

relevant passwords and codes), parking or other passes, badges, or key cards that were provided to Contractor by Client for use under the terms of this Agreement will also be returned promptly to Client.

4) Confidentiality:

Contractor acknowledges that during the engagement he/she will have access to various trade secrets, inventions, processes, information, records, and products owned by Client and/or used by Client in connection with the operation of its business including, without limitation, Client's customer lists, accounts, and procedures. Contractor agrees that he/she will not disclose any of these materials or information, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement with Client for Client's benefit.

All records, documents, files, blueprints, specifications, information, letters, original artwork, and similar items relating to the work for Client, shall remain the exclusive property of Client. Contractor shall not retain any copies of the foregoing without Client's prior written permission, whether in electronic or other formats. Upon the expiration or termination of this Agreement, or whenever earlier requested by Client, Contractor shall immediately deliver to Client all files, records, documents, information, and other materials of Client's in his/her possession. Contractor further agrees that he/she will not disclose the terms of this Agreement to any person without the prior written consent of Client and shall at all times preserve the confidential nature of his/her relationship to Client.

Contractor may be required to execute additional, customer- or project-specific confidentiality agreements as a condition of performing such Work, and Contractor hereby agrees to execute such additional agreements as are reasonably necessary for the protection of Client or Client's customers or suppliers.

5) Non-Solicitation:

During the term of this Agreement, Contractor may have contact with Client's customers. Any inquiries from such customers regarding modifying the scope of existing business, or of adding new business, with Client, or other sensitive information concerning the business relationship between Client and any such customers, shall be immediately communicated by Contractor to his/her primary contact person at Client, and any such new business shall belong to Client. Unless otherwise specified in an attached Schedule, Contractor shall not be due any commission or other payment on account of acting as a conduit for such communication.

6) Entire Understanding:

This agreement and any Schedule(s) attached hereto constitute the entire understanding and agreement of the parties, and any prior agreements or understandings are hereby cancelled. All subsequent modifications of this Agreement shall be in writing and signed by the Parties.

7) Assignment:

Contractor shall not assign any of his/her rights, or delegate his/her duties, under this Agreement, without the written consent of Client.

8) Force Majeure:

Neither Party will be responsible for delays or failure of performance under this Agreement resulting from acts of God, war, terrorism, strikes, epidemics, failure of suppliers to perform, earthquakes, power failures, or other causes beyond the control of that Party which render performance by that Party impossible.

9) Term of Agreement:

This Agreement will commence as of the date set first written above and shall remain in effect until the Work is completed and delivered to Client, or until terminated by Client by giving Contractor five (5) days written notice. Should Client wish to terminate this Agreement due to Contractor's failure to perform services to Client's satisfaction; Contractor shall have five (5) days to satisfy Client and to cure any problems following written notice from the Client describing such problems or unsatisfactory work. If the work is still deemed unsatisfactory by Client after five (5) days, the Agreement shall be immediately terminated.

Notwithstanding the foregoing, the following sections of this Agreement shall survive its expiration or termination: 2, 3, 4, 5, 9, 10, 11, 12, and 13.

10) Contractor's Representations and Warranties:

Contractor represents and warrants that, except as otherwise described in Schedule A:

10.1) In performing the Work described in this Agreement and in Schedule A, Contractor will employ Contractor's best technical procedures, skill, and judgment. Contractor will perform the Work in a manner consistent with Client's best interests.

10.2) Contractor will provide the Work as described in Schedule A that conforms to the specifications agreed upon between Client and Contractor.

10.3) Neither the Work nor any its components have been previously produced / published in whole or in part in any format by Contractor, except as disclosed in writing to Client.

10.4) Any Work provided by Contractor to Client does not infringe on any copyright, trademark, patent, trade name, or other intellectual property right belonging to any person or business entity.

11) Contractor's Declarations:

Contractor agrees to and makes the following declarations (initial each in the space provided):

11.1) Contractor is an independent contractor. Contractor has not previously been employed by Client, and Contractor is not an agent or employee of Client. Contractor shall have no right to bind Client, and Client shall not be liable on account of any action or inaction on the part of Contractor, except as otherwise specifically provided in this Agreement or an attached Schedule.

11.2) Contractor is responsible for and possesses, or will timely obtain, all necessary licenses or permits to perform the Work for Client under this Agreement. Contractor shall comply with all applicable federal, state, and local laws in performing the Work under this Agreement.

11.3) Contractor shall be responsible for his/her own self-employment, payroll, and income taxes and shall indemnify, defend, and hold harmless Client from and against the same. _____

11.4) Contractor shall not be entitled to any unemployment compensation, health insurance, disability insurance, workman's compensation insurance, or other benefits not specified in this Agreement or an attached Schedule while providing, or on account of providing, Work to Client.

11.5) Contractor possesses the requisite skill and experience to complete the Work in a professional and timely manner in accordance with industry standards. Contractor shall receive no training from Client. _____

11.6) Unless otherwise stated in this Agreement or an attached Schedule, Contractor shall bill Client on a monthly basis for the Work Contractor provides to Client. _____

11.7) Except as provided in Section 5 of this Agreement, Contractor shall perform Work for Client under this Agreement on a non-exclusive basis and shall retain the right to provide the same or similar product(s) and/or services to other clients, provided that such work does not interfere with the ability of Contractor to fulfill its obligations to Client under this Agreement on a timely basis. _____

11.8) Subject to any deadline(s), time limit(s), or other schedule considerations specified in an attached Schedule, Contractor shall schedule his/her own time and provide or create the Work at his/her own pace. _____

11.9) Except as otherwise agreed in an attached Schedule, Contractor shall be responsible for his/her own expenses and equipment, and may perform the Work wherever Contractor deems reasonable. _____

11.10) Any breach or threatened breach of Sections 3, 4, and 5 of this Agreement by Contractor is material to Client and not adequately compensable by money damages; therefore, equitable and injunctive relief shall be authorized to enjoin any such breach or threatened breach, such equitable relief being reasonably necessary for the protection of Client's interest, and, lacking the provisions of Sections 3, 4, 5, and this Section 11.10, Client would be unwilling to enter into this Agreement.

12) Applicable Law:

This Agreement shall be deemed to be made and performed in, and shall be governed by and construed in accordance with the laws of the State of California and of the United States of America without regard to conflicts of laws provisions.

13) Headings

The headings and captions in this Agreement are for convenient reference only, and shall not be used in the interpretation of this Agreement.

14) Dispute Resolution:

Any dispute concerning, arising from, or in connection with this Agreement or the Work shall be resolved through good-faith negotiation, and failing that, in the state and federal courts located in the State of California, County of _____. The prevailing Party, if any, in such litigation shall be entitled to reimbursement of its reasonable attorneys' fees and costs.

The remainder of this page intentionally left blank.

15) Counterparts; Effectiveness:

This Agreement may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but which counterparts together shall constitute one and the same instrument. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, by postal mail, or by any other means.

Signature of Contractor: _____

Address of Contractor: _____

Ph. # _____ Social Sec./Tax I.D. #: _____

Name and Title of Authorized Representative of Client:

Signature of Representative: _____

Address of Client: _____

_____ Ph. # _____

Schedule A

Description of Work & Compensation

Products to be provided or created, or Services to be performed by, and Duties of, Contractor (collectively, the “Work”):

Contractor shall [describe here the product(s) or services to be provided or performed and the deadline, time frame, or other relevant parameters of the work.].

Contractor shall report directly to [name(s)] in connection with the performance of his/her duties under this Agreement.

Compensation:

1) As compensation for the Work rendered by the Contractor under this Schedule A, Client shall pay the Contractor at the hourly rate of [dollar amount] per hour, with total payment not to exceed [dollar amount] without prior written approval by Client. Such compensation shall be due and payable to the Contractor within fifteen (15) days of receiving Contractor’s invoice for the Work.

OR:

2) As full compensation for the services performed by the Contractor, the Client shall pay the Contractor the sum of \$ _____, to be paid under the following schedule and conditions: _____

OPTIONAL:

Contractor shall also be entitled to reimbursement of the following reasonable out-of-pocket expenses provided they are documented and, if required, pre-approved by Client:

[Describe expenses to be reimbursed, timing of reimbursement, and any pre-approvals needed for specific expenses or expenses in excess of a specific dollar amount.]