**Sample Independent Contractor Agreement**

This Independent Contractor Agreement (“Agreement”) is entered into as of the [ ] day of [ ], 20[ ], between [company name] (the “Company”) and [service provider’s name] (the “Contractor”).

**(1) INDEPENDENT CONTRACTOR.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

**(2) WORK TO BE PERFORMED:** The Contractor will [describe here the work, service, or end result to be performed; be specific about important points such as deadlines, quality of materials or work, and other features key to success; attach and include an Exhibit, if necessary, to describe the scope of services].

**(3) TERM:** This Agreement shall continue in full force and effect through [date] or earlier upon completion of the Contractor’s obligations under this Agreement, unless earlier terminated in accordance with Paragraph 11. Any extension of the term of this Agreement requires an additional written agreement between the Contractor and the Company.

**(4) PAYMENT: (**Choose A or B or craft your own method)

A. As full payment for the services rendered pursuant to this Agreement, the Company shall pay the Contractor a fee at the rate of [dollar amount] per hour, with total payment not to exceed [dollar amount] without prior written approval by an authorized representative of the Company. Such payment shall be payable within thirty (30) days of receipt of Contractor’s monthly invoice for services rendered supported by reasonable documentation. The Contractor acknowledges that the Contractor will receive an IRS Form 1099-MISC from the Company, and that the Contractor shall be solely responsible for and shall indemnify the Company against all liability for federal, state, and local taxes, as set out in Paragraph 12.

B. As full payment for the services rendered pursuant to this Agreement, the Company shall pay the Contractor a fee in the sum of [dollar amount], to be paid [time and conditions of payment.] The Contractor acknowledges that the Contractor will receive an IRS Form 1099-MISC from the Company, and that the Contractor shall be solely responsible for and shall indemnify the Company against all liability for federal, state, and local taxes, as set out in Paragraph 12.

**(5) [OPTIONAL] EXPENSES.** During the term of this Agreement, the Contractor will be solely responsible for any costs or expenses incurred by the Contractor in connection with the performance of the services, and in no event shall the Company reimburse the Contractor for any such costs or expenses; provided, however, that the Contractor and Company may agree that the Company will reimburse the Contractor for all reasonable and approved out-of-pocket travel expenses.

**(6) [OPTIONAL] WRITTEN REPORTS.** The Company may request that progress reports be provided by Contractor on a [set time period, such as weekly or monthly] basis. The reports shall be in such form and setting forth such information and data as are reasonably requested by the Company.

**(7) INVENTIONS.** Any and all work product, inventions, discoveries, developments, and innovations conceived by the Contractor during this engagement relative to the work under this Agreement shall be the exclusive property of the Company, and the Contractor hereby assigns all right, title, and interest in the same to the Company.

**(8) CONFIDENTIALITY.** The Contractor agrees that the Contractor will not, at any time (whether during the term of this Agreement or after the termination thereof), disclose any confidential information or trade secrets of the Company, or use such confidential information or trade secrets for the Contractor’s own benefit or for the benefit of third parties. All confidential information, whether prepared by the Contractor or otherwise coming into the Contractor’s possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company’s prior written permission.

**(9) CONFLICTS OF INTEREST; NON-HIRE PROVISION.** The Contractor represents that the Contractor is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, for a period of [insert time period, such as 12 months] following termination of this Agreement, the Contractor shall not, directly or indirectly, hire, solicit, or encourage to leave the Company’s employment any employee, consultant, or contractor of the Company.

(10) RIGHT TO INJUNCTION. The Contractor acknowledges that any remedy at law for the breach or threatened breach of this Agreement would be inadequate to fully and properly protect the Company and, therefore, Contractor agrees that the Company shall be entitled to injunctive relief in addition to other available remedies; *provided, however*, that nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available in law or in equity for such breach or threatened breach.

(11) TERMINATION. Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party.

(12) INDEPENDENT CONTRACTOR. This Agreement shall not render the Contractor an employee, partner, or agent of or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor in relation to the Company. The Company shall not control the manner or means by which the Contractor performs the services provided under this Agreement, including, but not limited to, the time and place the Contractor performs such services. Unless otherwise agreed between the Company and the Contractor, the Contractor shall furnish, at the Contractor’s own expense, the equipment, supplies, and other materials used to perform such services. The Company shall not be responsible for withholding taxes with respect to the Contractor’s compensation hereunder, nor shall the Contractor have any claim against the Company for vacation pay, sick leave, retirement benefits, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

(13) [OPTIONAL] INSURANCE. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that the Contractor performs for the Company and is required to provide proof of such overage to the Company at the Company’s request.

(14) SUCCESSORS AND ASSIGNS. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

(15) INDEMNIFICATION. The Contractor shall defend, indemnify, and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys’ fees) arising out of or resulting from (a) the Contractor’s breach of this Agreement; (b) the Contractor’s acts or omissions (whether intentional acts or omissions, negligent acts or omissions, or otherwise); (c) services provided by the Contractor; (d) injury or property damage suffered by any person or entity in connection with the services provided by the Contractor; and (e) violation of any third party’s rights by the Contractor, including, without limitation, intellectual property rights  The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Contractor.

(16) GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of South Carolina, without giving effect to any choice or conflict of law provision or rule.

(17) [OPTIONAL] ARBITRATION. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in accordance with the Commercial Rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

(18) HEADINGS. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

(19) WAIVER. Waiver by one party of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

(20) ASSIGNMENT. The Contractor shall not assign any of the Contractor’s rights under this Agreement, nor delegate the performance of any of the Contractor’s duties hereunder, without the prior written consent of the Company.

(21) NOTICES. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail.

If to the Contractor:

[Name]

[Street Address]

[City, State, Zip]

If to the Company:

[Name]

[Street Address]

[City, State, Zip]

Any party may change its address for purposes of this paragraph by written notice given in the manner provided above.

(22) MODIFICATION OR AMENDMENT. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(23) ENTIRE UNDERSTANDING. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(24) UNENFORCEABILITY OF PROVISIONS. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The parties agree that electronic or facsimile signatures shall be as effective as originals.

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[company signature] [date]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[title and position]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[contractor signature] [date]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[title and position]

**About this Document**

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