

# INDEPENDENT CONTRACT AGREEMENT

## PARTIES

- This Independent Contract Agreement (hereinafter referred to as the “**Agreement**”) is entered into on \_\_\_\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_, with an address of \_\_\_\_\_, (hereinafter referred to as the “**Client**”) and \_\_\_\_\_, with an address of \_\_\_\_\_, (hereinafter referred to as the “**Contractor**”) (collectively referred to as the “**Parties**”).

## GENERAL

- The Client agrees that the Contractor possesses the relevant experience, necessary qualifications and abilities to provide services to the Client.

## SERVICES

- The duties of the Contractor towards the Client are listed below:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

## COMPENSATION

- The Parties Agree that the Client will compensate the Contractor through the following means:

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Note: Full payment to be due at the time finished materials are released to the client.

## TERM

- This Agreement shall be effective on the date of signing this Agreement (the “**Effective Date**”) and will terminate upon the completion of the provision of the services set forth in this Agreement OR by the following date: \_\_\_\_\_
- This Agreement may be prolonged only on written confirmation provided by both Parties.

## **RELATIONSHIP BETWEEN THE PARTIES**

- The Parties agree that this Agreement is an independent contractor agreement where the Contractor provides the specified services and acts as an independent contractor.
- Under no circumstances shall the independent contractor be considered an employee.
- This Agreement does not create any other partnership between the Parties.

## **CONFIDENTIALITY**

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Contractor, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client.

## **TERMINATION**

- This Agreement may be terminated in the event that any of the following occurs:
  1. Immediately in the event that one of the Parties breaches this Agreement.
  2. At any given time by providing written notice to the other party \_\_\_\_\_ days prior to terminating the Agreement.
- Upon terminating this Agreement, the Client will be responsible for paying for all the services provided by the Contractor until the day of termination, unless it is the Contractor who breaches this Agreement, where he/she fails to rectify such breach upon reasonable notice.

## **INTELLECTUAL PROPERTY**

- The Contractor agrees that any intellectual property provided to him/her by the Client will remain the sole property of the Client, including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.

## **AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- Accordingly, any amendments made by the Parties will be applied to this Agreement.

## **SEVERABILITY**

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

### **GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

### **LIMITATION OF LIABILITY**

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties' negligence or breach.

### **LEGAL FEES**

- In the event of a dispute that results in legal action, the successful party will be entitled to the legal fees, such as attorney's fees or other.

### **SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

CLIENT

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_