

# INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement")

dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

## BETWEEN:

**Client:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the "Client")

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_ (the "Contractor")

## BACKGROUND

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is of the opinion that the Client has right to solicit services for the property and is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### 1. **Services Provided**

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"): \_\_\_\_\_
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide Services for the other tasks to the Client with additional Compensation that shall be added to the final invoice.

### 2. **Term of Agreement**

- The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

### 3. **Performance**

- The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### 4. **Currency**

- Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

### 5. **Compensation**

1. The Contractor will charge the Client a flat fee of \$\_\_\_\_\_ for the Services (the "Compensation").
2. The Client will be invoiced weekly, or when the Services are complete.
3. Invoices submitted by the Contractor to the Client are due upon receipt.
4. All materials required to complete the Services shall be the responsibility of the Contractor.
5. In the event that this Agreement is terminated prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination.
6. The above Compensation includes all applicable sales tax and duties as required by law.

### 6. **Penalties for Late Payment**

- Any invoices that remain unpaid for 1 month or more will be subject to a fee flat of \$50. The fee will be applied the day after the invoice becomes 2 weeks overdue and every week thereafter until the invoice is brought current.

7. **Reimbursement of Expenses**

1. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
2. All receipts for such expenses must be provided to the Client prior to such reimbursement.

8. **Trade Secrets**

1. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Contractor, which are secret and proprietary to the Contractor, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Contractor.
2. The Client agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Contractor or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

9. **Ownership of Intellectual Property**

1. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
2. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

10. **Return of Property**

- Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

11. **Capacity/Independent Contractor**

1. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term.
2. The Contractor is responsible for paying, and complying with reporting requirements for all applicable, local, state and federal taxes related to payments made to the Contractor under this Agreement.

12. **Notice**

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
- 2.

**Name Of Client:** ClientEmail@example.com

**Name of Contractor:** ContractorEmail@example.com

- 3.
4. or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

13. **Indemnification**

- Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and

permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

**14. Additional Clause**

1. For Residential properties, if the Client is unable to be present, proof of ownership of the property and a scan of the homeowner's identification such as driver's license will be required before the Contractor can begin the Services described above.
2. If the Client is unable to be present to sign this agreement, but has requested the services of the Contractor either through prior or remote contact, this Agreement will come into effect automatically, without need for signatures to be attached below.

**15. Modification of Agreement**

- o Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**16. Time of the Essence**

- o Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**17. Assignment**

- o The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**18. Entire Agreement**

- o It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**19. Enurement**

- o This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**20. Titles/Headings**

- o Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**21. Gender**

- o Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**22. Governing Law**

- o This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.

**23. Severability**

- o In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**24. Waiver**

- o The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Client (The Client)

\_\_\_\_\_  
Name of Contractor (The Contractor)