

# Template Independent Contractor Agreement

This Independent Contractor Agreement (this "Agreement") is made effective as of \_\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_, of \_\_\_\_\_. In this Agreement, the party who is contracting to receive the services shall be referred to as \_\_\_\_\_", and the party who will be providing the services shall be referred to as "the Contractor."

1. DESCRIPTION OF SERVICES. Beginning on \_\_\_\_\_, the Contractor will provide the following service (collectively, the "Services"): \_\_\_\_\_.

2. PAYMENT FOR SERVICES. \_\_\_\_\_ will pay compensation to the Contractor for the services at a rate of \_\_\_\_\_ per hour.

3. TERM/TERMINATION. This agreement may be terminated by either party upon 15 days of written notice to the other party.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to \_\_\_\_\_ and not an employee of \_\_\_\_\_. \_\_\_\_\_ will not provide benefits, including health insurance, paid vacation, or any other employee benefit, for the benefit of the Contractor.

5. WORK OWNERSHIP. Any copyrightable works developed by the Contractor in connection with the Services shall be the exclusive property of \_\_\_\_\_.

6. CONFIDENTIALITY. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor or divulge, disclose, or communicate in any manner any information that is proprietary to \_\_\_\_\_. The Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

7. ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

8. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. IF a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Please note: Before executing this Agreement by either party, please consult an attorney to review to ensure it is a legally binding document. TSB makes no claims to the legal viability of this form. It is intended to be used as a starting point for creating a customized Agreement for your organization.

9. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

PARTY CONTRACTING SERVICES:

\_\_\_\_\_

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

SERVICE PROVIDER:

\_\_\_\_\_

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

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