

Contract With Independent Contractor

1. **Names.** This agreement is between _____, Client, and _____, Contractor.

2. **Services to Be Performed.** Contractor agrees to perform the following services for Client:

_____.

3. **Time for Performance**

Contractor will complete the performance of these services on or before

_____.

Contractor will perform the services according to the following schedule:

_____.

4. **Payment.** Client will pay Contractor as follows:

_____.

5. **State and Federal Taxes.** Client will not:

(a) withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or

(b) withhold state or federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare, and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this contract. Contractor will reimburse Client if Client is required to pay such taxes or unemployment contributions.

6. **Fringe Benefits.** Neither Contractor nor Contractor's employees are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

7. **Invoices.** Contractor will submit invoices to Client for all services performed.
8. **Independent Contractor Status.** The parties intend Contractor to be an independent contractor in the performance of the services. Contractor will have the right to control and determine the methods and means of performing the contractual services.
9. **Other Clients.** Contractor retains the right to perform services for other clients.
10. **Assistants.** Contractor, at Contractor's expense, may employ assistants as Contractor deems appropriate to perform the contractual services. Contractor will be responsible for paying these assistants as well as any expense attributable to them including income, Social Security and Medicare taxes, and unemployment contributions. Contractor will maintain workers' compensation insurance for all of its employees.

11. **Equipment and Supplies**

A. Contractor, at Contractor's expense, will provide all equipment, tools, and supplies necessary to perform the contractual services, except for the following, which will be provided by Client: _____.

B. Contractor will be responsible for all expenses required for the performance of the contractual services, except for the following, which will be paid for by Client:

_____.

12. **Disputes**

Litigation. If a dispute arises, either party may take the matter to court.

Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

_____.

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

Mediation and Possible Arbitration. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

_____.

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

_____.

an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

13. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

14. Successors and Assignees. This agreement binds and benefits the heirs, successors, and assignees of the parties.

15. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

(1) in person,

(2) by certified mail; or

(3) by overnight courier.

16. Governing Law. This agreement will be governed by and construed in accordance with the laws of the state of _____.

17. Counterparts. The parties may sign several identical counterparts of this

agreement. Any fully signed counterpart shall be treated as an original.

18. Modification. This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

19. Waiver. If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

20. Severability. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: _____

CLIENT

Name of Business: _____

a _____

By: _____

Printed Name: _____

Title: _____

Address: _____

CONTRACTOR

Name of Business: _____