

Independent Contractor Agreement

This **independent contractor agreement** contract form sample template provides a comprehensive and clear framework to establish terms between contractors and clients. It ensures protection of both parties' rights while outlining deliverables, payment, and confidentiality. This detailed template is essential for creating legally sound and professional contracts.

1. Parties

This Independent Contractor Agreement ("Agreement") is made and entered into as of [Date], by and between **[Client Name]**, with a principal address at **[Client Address]** ("Client"), and **[Contractor Name]**, with a principal address at **[Contractor Address]** ("Contractor").

2. Scope of Work

The Contractor agrees to perform the following services ("Services"):

[Detailed description of services and deliverables]

3. Compensation

The Client agrees to pay the Contractor: **[Insert Payment Amount, Frequency, and Method]** upon completion of the services, as outlined above. Any additional costs must be pre-approved in writing by the Client.

4. Term and Termination

This Agreement shall commence on **[Start Date]** and continue until **[End Date or Completion of Services]**, unless terminated by either party upon **[number of days]** days' written notice.

5. Independent Contractor Status

The Contractor shall perform all services as an independent contractor and not as an employee or agent of the Client. Nothing in this Agreement shall be construed as creating an employer-employee relationship.

6. Confidentiality

The Contractor agrees to keep all client information and materials confidential and not to disclose any such information to third parties without the prior written consent of the Client.

7. Intellectual Property

Any work product, deliverables, inventions, or materials created by the Contractor specifically for the Client under this Agreement shall be the sole property of the Client, unless otherwise agreed in writing.

8. Indemnification

The Contractor agrees to indemnify and hold harmless the Client from any claims, losses, or liabilities arising out of the Contractor's performance of services under this Agreement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **[State]**.

10. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior understandings, agreements, or representations, whether written or oral.

11. Signatures

Client:

Name: _____
Signature: _____
Date: _____

Contractor:

Name: _____
Signature: _____
Date: _____

[Insert additional terms or attachments as needed]