

Model Client-Independent Contractor Agreement

1. Parties:

By this agreement, dated _____ between _____ (“Client”) and _____ (“Independent Contractor”) and in consideration of the mutual promises set forth herein, the parties agree to the following terms and conditions.

2. Intent:

The relationship created by this agreement is that of Client and Independent Contractor. Nothing in this agreement shall be construed to be inconsistent with this relationship. Under no circumstances is Independent Contractor to be considered an employee of the Client for any purpose, and is not entitled to any of the benefits provided by Client to its own employees. Independent Contractor is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed by Social Security, unemployment insurance, or workers' compensation insurance in connection with this agreement on behalf of Independent Contractor itself or those employees, if any, employed by the Independent Contractor.

3. Duration:

This agreement shall commence _____ and conclude on _____. Independent Contractor shall provide the services or complete the project as more fully described below no later than _____.

4. Services:

Independent Contractor shall perform the following services under the terms and conditions of this contract [*description of work to be performed*]:

5. Payment:

Client shall pay Independent Contractor the total sum of \$ _____ upon the completion of the work to be performed under this agreement.

Client shall report all payments of \$600 or more to the IRS on Form 1099-MISC.

6. Control:

At all times, Independent Contractor shall have sole control of the manner and means of performing the services required by this agreement and shall complete it according to Independent Contractor's own means and methods of work and independent judgment, as well as the hours of work and the time deemed necessary to carry out the work, the location where the work will be carried out, the sequence in which the work is performed, and the direction of Independent Contractor's employees and subcontractors, if any. Client may only pass on the end result of the services performed under this agreement. Independent Contractor is free to offer similar services to other clients and to otherwise practice his trade or profession for such other clients during the term of this agreement without limitation.

7. Expenses:

Independent Contract shall be responsible for all business and travel expenses incurred under this agreement and shall furnish all materials, tools, equipment, and all other items necessary to perform the services set forth in this agreement. No reimbursement will be offered by Client for any such expenses.

8. Liability:

Independent Contractor shall carry liability insurance in an amount acceptable to Client and shall otherwise agree to indemnify, hold harmless, and fully protect Client for any and all personal injury or property damage liability or loss arising in any way from the performance of this agreement.

9. Breach:

In the event that Independent Contractor fails to complete the project or provide the services by the agreed-upon deadline or in the event of unreasonably slow work progress, or incomplete or incompetent work product, or unacceptable final result, Independent Contractor agrees to be financially responsible to Client for any reasonable costs incurred in obtaining replacement services.

10. Choice of Law:

This agreement shall be governed by the laws of the State of _____.

In Witness Whereof, the parties have caused this agreement to be executed on their behalf, to be effective on the date set forth above.

Client _____

Independent Contractor _____