

Independent Contractor Agreement

This independent contractor agreement (the "Agreement") is dated this _____ day of _____, in the year of _____.

Client

Business Owner Name

(the "Client")

Contractor

Contractor Name

(the "Contractor")

Background

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this agreement.

Services Provided

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. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - a. Service 1
 - b. Service 2
 - c. Service 3
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The terms of this agreement in (the term) will begin on the date of this agreement and will remain in full force and effect indefinitely until terminated as provided in this agreement
4. In the event that either party wishes to terminate this agreement that party will be required to provide 10 days' written notice to the other party.
5. In the event that either party breaches on material provision under this agreement the non-defaulting party may terminate this agreement immediately and require the defaulting party to identify the non-defaulting party against all reasonable damage
6. This agreement may be terminated at any time by mutual agreement of the parties
7. Except as otherwise provided in this agreement the obligations of the contractor will end up on the termination of this agreement

Performance

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

Currency

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

Compensation

10. The Contractor will charge the Client for the Services at the rate of \$????.? (the "Compensation")
11. The Client will be invoiced every week.
12. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
13. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Confidentiality

14. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

Ownership of Intellectual Property

16. All intellectual property and released materials including any trade secrets, moral rights, goodwill, relevant registration, or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this agreement is a work made for hire and will be the sole property of the client. The use of the Intellectual Property by the client will not be restricted in any manner.
17. The Contractor may not use the intellectual property for any purpose other than that contracted for in this agreement except with written consent of a Client. The Contractor will be responsible for any and all damage resulting from the unauthorized use of the intellectual property.

Return of Property

18. Upon the expiration or termination of this Agreement the Contractor return to the Client any property, documentation, records, or Confidential Information which is the property of the client.

Capacity/Independent Contractor

19. 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 benefits for the contractor during the term. The Contractor is responsible for paying and complying with reporting requirements for all local state and federal taxes related to payment made to the contractor under this agreement.

Notice

20. 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 address

a. Business owner Name

Address

Phone

Email

b. Contractor Name

Address

Phone

Email

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 the following day after being deposited with an overnight courier.

Indemnification

21. Except to extend 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 results from or arises out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, permitted successors and assigns that occur in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

22. Any amendment for 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

Time of the essence

23. Time is of the essence in this agreement no extension or variation of this agreement will operate as a waiver of this provision

Assignment

24. The contractor will not voluntarily or by operation of law a sign or otherwise transfer its obligations under this agreement without the prior written consent of the client.

Entire Agreement

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

Enurement

26. Disagreement will INR to the benefit of and be binding on the parties and their representative heirs, executors, administrators and permitted successors and assigns

Titles/Headings

27. headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

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

Governing law

29. This agreement will be governed by and construed in accordance with the laws of the State of Tennessee.

Severability

30. 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.

Waiver

31. The waiver by either party of a breach default delay or a mission 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 this _____
day of _____, _____

Business Owner Name

Contractor Name