SERVICES · INDEPENDENT CONTRACTOR

Independent Contractor Agreement

Short Form

AGREEMENT NO.
[ICA-0000]
EFFECTIVE DATE
[MM/DD/YYYY]
PROJECT REF.
[REFERENCE]

THE PARTIES

This Independent Contractor Agreement (the "Agreement") is entered into on **[DATE]** between **[CLIENT LEGAL NAME]**, located at **[CLIENT ADDRESS]** (the "Client"), and **[CONTRACTOR NAME / BUSINESS NAME]**, located at **[CONTRACTOR ADDRESS]** (the "Contractor").

CLIENT	CONTRACTOR
LEGAL NAME [CLIENT LEGAL NAME]	LEGAL NAME [CONTRACTOR / BUSINESS NAME]
ADDRESS [STREET, CITY, STATE ZIP]	ADDRESS [STREET, CITY, STATE ZIP]
CONTACT PERSON [CONTACT NAME]	PHONE [PHONE]
PHONE [PHONE]	EMAIL [EMAIL]
EMAIL [EMAIL]	TAX ID (OPTIONAL) [TAX ID]

TERMS OF AGREEMENT

01 Services

The Contractor will provide the following services: **[DESCRIBE SERVICES AND DELIVERABLES]** (the "Services").

02 Term

This Agreement begins on **[START DATE]** and ends on **[END DATE]** or when the Services are completed, unless terminated earlier under Clause 9.

03 Fees

The Client will pay the Contractor **[AMOUNT AND CURRENCY]** as a **[fixed fee / hourly rate of AMOUNT per hour]**. Pre-approved expenses will be reimbursed at cost.

04 Invoicing and Payment

The Contractor will invoice **[on completion / monthly / per milestone]**. Invoices are payable within **[NUMBER]** days of receipt.

05 Independent Contractor Status

The Contractor is an independent contractor and not an employee, partner or agent of the Client. The Contractor controls the manner and means of performing the Services, provides its own equipment, and is responsible for its own taxes, insurance and benefits.

06 **Intellectual Property**

On receipt of full payment, all rights in the deliverables created specifically for the Client transfer to the Client. The Contractor retains its pre-existing materials and grants the Client a non-exclusive license to use them as part of the deliverables.

07 **Confidentiality**

The Contractor will keep confidential all non-public information of the Client and use it only to perform the Services, during and after this Agreement.

08 **Warranties**

The Contractor will perform the Services in a professional and workmanlike manner, and the deliverables will not knowingly infringe the rights of any third party.

09 **Termination**

Either party may terminate this Agreement with **[NUMBER]** days' written notice. The Client will pay for Services performed up to the termination date.

10 **Limitation of Liability**

Except for breaches of confidentiality, neither party's liability under this Agreement will exceed the total fees paid or payable under it.

11 **General**

This Agreement is governed by the laws of **[STATE/COUNTRY]**, is the entire agreement between the parties, and may be amended only in writing signed by both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates written below.

CLIENT	CONTRACTOR
Signature	*Signature*
Printed Name: [FULL NAME]	**Printed Name:** [FULL NAME]
Title / Capacity: [TITLE]	**Title / Capacity:** [TITLE]
Date: [MM/DD/YYYY]	**Date:** [MM/DD/YYYY]