INDEPENDENT CONTRACTOR AGREEMENT

Detailed Agreement with Statement of Work, Milestones & Payment Schedule

Agreement No.: [REF-0000] Effective Date: [MM/DD/YYYY]

SECTION 1 — PARTIES

CLIENT	CONTRACTOR
Legal Name: [LEGAL NAME]	**Legal Name:** [LEGAL NAME]
Business Address: [BUSINESS ADDRESS]	**Business Name:** [BUSINESS NAME]
Contact Person: [CONTACT PERSON]	**Address:** [ADDRESS]
Email / Phone: [EMAIL / PHONE]	**Tax ID (if applicable):** [TAX ID (IF APPLICABLE)]

SECTION 2 — PROJECT OVERVIEW

Project title	**[PROJECT NAME]**
Description of services	**[DETAILED DESCRIPTION OF THE WORK]**
Start date	**[MM/DD/YYYY]**
Target completion	**[MM/DD/YYYY]**
Place of work	**[REMOTE / CLIENT PREMISES / CONTRACTOR PREMISES]**
Revision rounds included	**[NUMBER]**

SECTION 3 — STATEMENT OF WORK — MILESTONES & DELIVERABLES

#	Deliverable / Milestone	Due Date	Fee
1	**[DELIVERABLE]**	**[DATE]**	**[AMOUNT]**
2	**[DELIVERABLE]**	**[DATE]**	**[AMOUNT]**

SECTION 4 — FEE STRUCTURE (TICK ONE)

- ☐ Fixed project fee of **[AMOUNT]**
- ☐ Hourly rate of **[AMOUNT]** per hour, capped at **[HOURS]** hours per **[WEEK/MONTH]** unless approved
- ☐ Monthly retainer of **[AMOUNT]**
- ☐ Per-milestone payments as listed in Section 3

SECTION 5 — INVOICING, PAYMENT & EXPENSES

Deposit	**[AMOUNT or %]** due on signing
Invoice frequency	**[ON COMPLETION / MONTHLY / PER MILESTONE]**
Payment due	Within **[NUMBER]** days of invoice
Payment method	**[BANK TRANSFER / CHECK / OTHER]**
Late payment	**[INTEREST OR FEE, if any]**
Reimbursable expenses	**[TYPES]**, pre-approved in writing; receipts required

SECTION 6 — RELATIONSHIP & OBLIGATIONS

6.1 Independent status. The Contractor is an independent business, not an employee. The Contractor determines its own methods, hours and tools and may work for other clients, provided there is no conflict with its confidentiality obligations.

6.2 Taxes and benefits. The Contractor is solely responsible for all taxes, social contributions, insurance and benefits relating to fees received.

6.3 Subcontracting. The Contractor may not subcontract any part of the Services without the Client's prior written consent.

6.4 Change requests. Work outside the Statement of Work requires a written change order stating the additional fee and timeline.

6.5 Insurance. The Contractor shall maintain **[GENERAL / PROFESSIONAL LIABILITY]** insurance of at least **[AMOUNT]**, if required by the Client.

SECTION 7 — INTELLECTUAL PROPERTY, CONFIDENTIALITY & TERMINATION

7.1 Ownership. Upon full payment, all deliverables created specifically for the Client are assigned to the Client. Pre-existing Contractor materials remain the Contractor's property and are licensed to the Client as needed to use the deliverables.

7.2 Confidentiality. Each party shall keep the other's confidential information private during and for **[NUMBER]** years after this Agreement.

7.3 Termination. Either party may terminate with **[NUMBER]** days' written notice, or immediately for material breach not cured within **[NUMBER]** days. The Client pays for work completed to the termination date.

7.4 Liability and law. Liability is capped at fees paid under this Agreement, except for confidentiality breaches. Governing law: **[STATE/COUNTRY]**.

SECTION 8 — SIGNATURES

By signing below, the parties confirm they have read, understood and agree to every section of this Agreement.

Party	Signature	Printed Name & Date
Client		[NAME] · [DATE]
Contractor		[NAME] · [DATE]