

This Independent Contractor Agreement (Agreement) is entered into this ____ day of _____, 20__, by and between _____(Corporation), and _____, an independent contractor (Contractor), in consideration of the mutual promises made herein, as follows:

Term of Agreement

This Agreement will become effective on the ____ day of _____, 20__, and will continue in effect until: _____, 20__.

Services to be Rendered by Contractor

Contractor agrees to:

Method of Performing Services:

Contractor will determine the method, details, and means of performing the above-described services, including the determination of the need for and hiring of assistants at the Contractor's own expense. The Corporation may not control, direct, or otherwise supervise Contractor's assistants or employees in the performance of those services.

Compensation:

In consideration for the services to be performed by Contractor, Corporation agrees to pay Contractor the sum of _____ dollars (\$_____), upon completion of the work to be performed.

Tools and Instruments:

Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement.

Workers Compensation:

Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Corporation for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

Insurance:

Contractor agrees to maintain a policy of insurance in the minimum amount of _____ Dollars (\$_____) to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to hold Corporation free and harmless from any and all claims arising from any such negligent act or omission.

Obligations of Corporation

Corporation agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

Assignment:

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Corporation or Contractor without the prior written consent of Contractor and Corporation.

Termination of Agreement:

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving _____ days written notice to the other party.

General Provisions

Notices:

Any notices to be given hereunder by either party to the other may be made either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

Corporation:

Contractor:

Each party may change the above address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for Corporation, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any

modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law:

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

Corporation, by _____

Date _____

Contractor, by _____

Date _____