

INDEPENDENT CONTRACTOR AGREEMENT

Location: _____ Date: _____

PARTIES:

This Independent Contractor Agreement (the "Agreement") is made by and between:

Client ("Company"): _____

Independent Contractor ("Contractor"): _____

RECITALS:

WHEREAS, Company desires to engage Contractor to perform certain services pursuant to the terms and conditions set forth herein; and WHEREAS, Contractor agrees to provide such services under the terms of this Agreement.

1. Engagement of Services

Company hereby engages Contractor, and Contractor accepts such engagement, to perform the services described in Exhibit A attached hereto (the "Services"). Contractor shall determine the method, details, and means of performing the Services.

2. Term

This Agreement shall commence on the date signed by both parties and shall continue until terminated as provided herein.

3. Independent Contractor Status

Contractor is an independent contractor and is not an employee, agent, or partner of Company. Contractor shall not be entitled to any Company benefits, nor shall Company withhold any taxes or pay any employment taxes on behalf of Contractor.

4. Compensation

In consideration for the Services, Company shall pay Contractor the fees set forth in Exhibit A. Payment terms shall be net thirty (30) days from receipt of Contractor's invoice.

5. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement, unless otherwise agreed in writing.

6. Taxes

Contractor shall be solely responsible for all taxes, including income, self-employment, and other taxes related to the compensation received under this Agreement.

7. Confidentiality

Contractor agrees to maintain the confidentiality of all proprietary or confidential information disclosed by Company during the term of this Agreement and thereafter.

8. Ownership of Work Product

All work product, inventions, discoveries, improvements, developments, and materials created by Contractor in connection with the Services shall be the exclusive property of Company.

9. Warranties and Representations

Contractor represents and warrants that Contractor has the right to enter into this Agreement and that the Services will be performed in a professional and workmanlike manner.

10. Indemnification

Contractor shall indemnify, defend, and hold Company harmless from any and all claims, damages, liabilities, costs, and expenses arising out of Contractor's performance of the Services or breach of this Agreement.

11. Insurance

Contractor shall maintain appropriate insurance coverage as required by law and sufficient to cover Contractor's liabilities under this Agreement.

12. Termination

Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party. Upon termination, Contractor shall cease performing Services and deliver all work product to Company.

13. Return of Property

Upon termination or expiration of this Agreement, Contractor shall return to Company all Company property, documents, and confidential information.

14. Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, Contractor shall not solicit or attempt to solicit any employee or client of Company.

15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, ordinances, regulations and codes applicable to the performance of the Services.

16. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws rules. Any dispute arising out of this Agreement shall be resolved exclusively in the state or federal courts located in California.

17. Dispute Resolution

Any disputes arising from this Agreement shall first be subject to mediation. If mediation fails, the parties may pursue any other remedies available at law or equity.

18. Entire Agreement

This Agreement, including Exhibit A, constitutes the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral.

19. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

20. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any

other provision.

22. Notices

All notices under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses specified by the parties.

23. Assignment

Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

24. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed by electronic signature, which shall be deemed as effective as an original signature.

COMPANY'S SIGNATURE

CONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docs-professionals.com/independent-contractor-agreement-template-california/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-professionals.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.