

INDEPENDENT CONTRACTOR OFFER LETTER

Recipient Name: _____

Recipient Address: _____

Dear Independent Contractor,

We are pleased to offer you the opportunity to provide services to our company as an Independent Contractor under the terms and conditions set forth in this letter. Please review this offer carefully, as it outlines the nature of our relationship and important legal provisions.

1. Services to be Provided

You agree to perform the services described as follows: [Insert detailed description of services]. These services shall be performed in a professional and timely manner consistent with industry standards.

2. Term

This engagement shall commence upon acceptance of this offer and shall continue until terminated by either party in accordance with Section 7 below.

3. Compensation

You will be compensated as follows: [Insert payment terms, rates, and schedule]. You acknowledge that you are responsible for all taxes and other withholdings on compensation received.

4. Independent Contractor Status

Your relationship with the Company is that of an independent contractor, and nothing in this letter shall be construed to create any partnership, joint venture, employer-employee, or agency relationship. You will not be entitled to any benefits provided by the Company to its employees.

5. Confidentiality and Proprietary Information

You agree to keep confidential and not disclose to any third party any proprietary or confidential information learned during the course of your engagement. This obligation shall survive termination of this agreement.

6. Intellectual Property

All work product developed by you in connection with the services shall be the exclusive property of the Company. You hereby assign all rights, title, and interest in such work product to the Company.

7. Termination

Either party may terminate this agreement at any time, with or without cause, by providing written notice to the other party. Upon termination, you shall promptly return all Company property and confidential information.

8. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its affiliates from any claims, damages, liabilities, or expenses arising out of your performance of the services, except to the extent caused by the Company's gross negligence or willful misconduct.

9. Compliance with Laws

You agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in performing the services.

10. Non-Solicitation

During the term of this agreement and for a period of twelve (12) months following its termination, you shall not solicit or attempt to solicit any employee or contractor of the Company to terminate their relationship with the Company.

11. Governing Law and Dispute Resolution

This agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. Any disputes arising out of or relating to this agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

12. Entire Agreement

This letter, together with any attachments or addenda, constitutes the entire agreement between you and the Company regarding the subject matter herein and supersedes all prior agreements, representations, or understandings.

13. Amendments

Any amendments or modifications to this agreement must be made in writing and signed by both parties.

14. Severability

If any provision of this agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

COMPANY REPRESENTATIVE

INDEPENDENT CONTRACTOR

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

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