

# Independent Contractor Agreement

This agreement is made on [DATE] between [CLIENT BUSINESS NAME], located at [CLIENT ADDRESS] ("Client"), and [CONTRACTOR NAME OR BUSINESS NAME], located at [CONTRACTOR ADDRESS] ("Contractor").

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## 1. Services

Contractor will provide these services: [DESCRIBE THE WORK, THE DELIVERABLES AND THE DEADLINES] (the "Services"). Any added work needs a written change that both parties approve. Email counts.

## 2. Term

This agreement starts on [START DATE] and ends on [END DATE] or when the Services are finished, unless it ends earlier under section 9.

## 3. Payment

Client will pay Contractor [\$ AMOUNT] [PER HOUR / PER PROJECT / PER MILESTONE]. Contractor will send an invoice [WEEKLY / MONTHLY / AT EACH MILESTONE], and Client will pay each invoice within [NUMBER] days. Client reimburses expenses only when Client approves them in writing before they are spent.

## 4. Independent contractor status

Contractor is an independent contractor, not an employee, partner or agent of Client. Contractor decides how, when and where to do the work, supplies its own tools and equipment, and is free to work for others. Contractor gets no employee benefits. Client will not withhold income or payroll taxes from payments, except backup withholding when the law requires it, and Contractor is responsible for its own income and self-employment taxes. Contractor will give Client a completed IRS Form W-9 before the first payment, and Client will issue a Form 1099-NEC when the law requires it.

## 5. Licenses and insurance

Contractor will hold any license, permit or insurance the Services require, at its own cost. [OPTIONAL: Contractor will carry general liability insurance of at least \$ AMOUNT and show proof on request.]

## 6. Confidentiality

Contractor will keep Client's non-public business information private and use it only to perform the Services. This duty lasts until [NUMBER] years after this agreement ends. It does not cover information that is public, that Contractor already had, or that the law requires Contractor to disclose.

## 7. Ownership of the work

Once Client has paid all amounts due for it, Client owns the work Contractor creates specifically for Client under this agreement, and Contractor assigns Client all of its rights in that work. Contractor keeps the tools, templates and know-how it had before this agreement and gives Client a permanent, non-exclusive license to use any of them that are built into the work.

## 8. Quality of the work

Contractor will do the work in a professional and workmanlike way that meets the usual standards of its trade.

## 9. Ending this agreement

Either party can end this agreement with [NUMBER] days' written notice. Either party can end it right away if the other party breaks it and does not fix the problem within [NUMBER] days after written notice. Client will pay for Services performed up to the end date.

## 10. Responsibility for claims

Each party is responsible for claims caused by its own negligence or misconduct. Each party will cover the other party's reasonable costs, including attorney fees, from third-party claims caused by that negligence or misconduct.

## 11. Disputes and governing law

The laws of the State of [STATE] govern this agreement. If a dispute comes up, the parties will first try to settle it in good faith for [NUMBER] days before either one files in a court in [COUNTY AND STATE].

## 12. Entire agreement

This document is the whole agreement between the parties and replaces any earlier understanding. Changes must be in writing and approved by both parties. If a court finds any part unenforceable, the rest stays in effect. The parties agree to sign electronically, and an electronic signature counts the same as a handwritten one.

### Client

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Signature

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Printed name and title

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Date

### Contractor

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Signature

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Printed name and title

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Date

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Template from Esiglt (esiglt.com), October 2026. A starting point, not legal advice. State laws differ, especially on who counts as a contractor. Have a lawyer in your state review it before you rely on it.