

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made [INSERT DATE] by and between [INSERT NAME HERE], ("Contractor") and [INSERT COMPANY HERE]. (Collectively, [INSERT COMPANY HERE] and Contractor are referred to as the "Parties").

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, and intending to be legally bound, the Parties agree as follows:

1. Services and Duties. AS A ONE-TIME EXCEPTION TO THE ORDINARY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN [INSERT COMPANY HERE] AND THE CONTRACTOR, Contractor and [INSERT COMPANY HERE] agree that Contractor shall provide services to [INSERT COMPANY NAME] and will bill [INSERT COMPANY HERE] accordingly. Contractor shall perform services at the scheduled dates and times, and in a manner mutually agreed-upon by the Parties. (STATEMENT OF WORK)

2. Relationship of the Parties

[INSERT COMPANY HERE] is an organization established to [INSERT THE PURPOSE OF YOUR COMPANY HERE].

a. The Parties agree that Contractor, as well as any individual working for Contractor, is an independent contractor and is not an employee of [INSERT COMPANY HERE] for any purpose. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between [INSERT COMPANY HERE] and Contractor, or any individual working for Contractor.

b. Neither Contractor, nor anyone performing services on Contractor's behalf, either as an agent or sub-contractor, shall be eligible to participate in any benefit program provided by [INSERT COMPANY HERE] for its employees.

c. Contractor shall be solely responsible for, and shall pay, any and all taxes and withholding that may be assessed as a result of the work performed by Contractor under this Agreement including, without limitation, federal and state income taxes, workers' compensation insurance, disability insurance, unemployment insurance, etc. Contractor is also solely responsible for the creation and maintenance of appropriate legal entities necessary to operate independently.