

# Contract for Independent Contractor

## Non-Employee Compensation Contract

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BETWEEN: \_\_\_\_\_

hereinafter referred to as the Employer having its principal place of business at: \_\_\_\_\_

AND: \_\_\_\_\_

hereinafter referred to as Independent Contractor having its principal place of business at: \_\_\_\_\_

1. The Employer hereby contracts for services of the business of the Independent Contractor.
2. The Independent Contractor is in the business of: \_\_\_\_\_  
\_\_\_\_\_
3. The Independent Contractor at all times during the performance of this contract shall strictly adhere to and obey all rules and regulations of any establishment where Independent Contractor performs his services.
4. The Independent Contractor shall be responsible for his own expenses.
5. The Independent Contractor shall be entitled to be paid as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. The Independent Contractor will not, at any time, either himself or through others, or with the aid or assistance of others, take, misappropriate, or misuse any of the Employer's equipment or supplies.

7. The Agreement shall terminate immediately on the occurrence of any one (1) of the following events:
- a. Closing of either the business of the Employer or of the Independent Contractor
  - b. Non-performance of the terms of this Agreement
  - c. Completion of the terms of this Agreement

In the event of the termination of this Agreement, the Independent Contractor shall be entitled to the compensation earned prior to the date of termination as provided for in this Agreement. The Independent Contractor shall be entitled to no further compensation as of the date of termination.

8. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, ointerpretation thereof, shall be settled by arbitration in the state of \_\_\_\_\_ in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.
- a. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.
  - b. If any provision of the 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 manner.

9. The Independent Contractor is a business contracted to perform \_\_\_\_\_

and is not an employee of the Company. The Independent Contractor specifically waives coverage for Workman's Compensation, including State Industrial Insurance System benefits. The Employer shall not be responsible for the withholding of any taxes, including, but not limited to Income Tax, Social Security, FICA, State and Federal Employment Security Taxes, and the Independent Contractor shall be responsible for the payment of all taxes.

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

Executed in the city of \_\_\_\_\_ County of \_\_\_\_\_,  
State of \_\_\_\_\_, on the day and year first above written.

\_\_\_\_\_  
Signature of Employer, Agent or Officer

\_\_\_\_\_  
Signature of Independent Contractor

\_\_\_\_\_  
Print or type name here

\_\_\_\_\_  
Print or type name here