

## **Sample Consulting or Independent Contractor Agreement**

This Consulting Agreement (the "Agreement") is entered into this (specify date) by and between (specify parties; "Consultant" and "Company").

WHEREAS, the Company is in need of assistance in (specify area); and

WHEREAS, Consultant has agreed to perform consulting work for the Company;

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide the following efforts (specify) as requested.
2. Consideration. The Company will pay Consultant (specify payment such as at an hourly rate, flat fee, or a commission. If for an hourly rate, then state: Consultant will submit written, signed reports of the time spent performing consulting services, itemizing in reasonable detail the dates on which services were performed, the number of hours spent on such dates, and a brief description of the services rendered. The Company will receive such reports no less than once a month and the total amount of work will not exceed (specify \$). The Company shall pay Consultant the amounts due within (specify) days after such reports are received.
3. Expenses. Additionally, the Company will pay Consultant for the following expenses incurred while this Agreement exists: (specify, such as all travel expenses to and from work sites, meals, lodging, and related expenses). The Consultant shall submit written documentation and receipts itemizing the dates on which such expenses were incurred and the Company will pay for such expenses by separate check no later than (specify) days after receipt of same.
4. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the parties. The consideration set forth above shall be the sole payment due for services rendered. It is understood that the Company will not withhold any amounts for payment of taxes from the compensation of Consultant and that Consultant will be solely responsible to pay all applicable taxes from said payments, including payments owed to its employees and subagents.
5. Consultant's Warranties. The taxpayer I.D. number of the Consultant is (specify). The Consultant is licensed to perform the agreed-upon services enumerated herein and covenants that it maintains all valid licenses, permits, and registrations to perform same and on behalf of its employees and subagents.
6. Insurance. The Consultant will carry general liability, automobile liability, workers' compensation, and employer's liability insurance in the amount of (specify). In the event the Consultant fails to carry such insurance, or such insurance coverage lapses while this Agreement is in effect, it shall indemnify and hold harmless Company, its agents and

employees, from and against any such damages, claims, and expenses arising out of or resulting from work conducted by Consultant and its agents or employees.

7. Competent work. All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by (specify) prior to the Company's payment.

8. Representations and Warranties. The Consultant will make no representations, warranties, or commitments binding the Company without the Company's prior written consent.

9. Confidentiality. In the course of performing services, the parties recognize that Consultant may come in contact with or become familiar with information which the Company or its affiliates or subsidiaries may consider confidential. This information may include, but is not limited to, information pertaining to (specify), which may be of value to a competitor. Consultant agrees to keep all such information confidential and not to discuss or divulge any of it to anyone other than appropriate Company personnel or their designees.

10. Term. This Agreement shall commence on (specify date) and shall terminate on (specify date), unless earlier terminated for any reason by either party hereto upon Thirty (30) days prior written notice.

11. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to the other party's last known business address.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment, extension, or change of the Agreement shall be binding unless in writing and signed by both parties.

13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Consultant and Company and to the Company's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder to any third party without the Company's prior written consent.

14. Ownership. All ideas, plans, improvements, or inventions developed by Consultant during the term of this Agreement shall belong to (specify).

15. Governing law. This Agreement shall be governed by the laws of the state of (specify). The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

By \_\_\_\_\_  
"Consultant"

Company

By \_\_\_\_\_  
Name and Title

Author's Note: If you are hiring a consultant or an independent contractor, modify this Agreement where applicable with the assistance and guidance of a professional adviser and change any reference to the "Company" to yourself.