

## Sample Independent Contractor Agreement

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# INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is made effective for all purposes and in all respects as of this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between **MEDLAWPLUS.COM, INC.** (hereinafter known as "Principal") and **FRED GWIN** (hereinafter known as "Independent Contractor") who shall collectively be known herein as "the Parties".

### RECITALS:

WHEREAS, Principal is engaged in the business of operating of online professional RFP system and interactive legal forms system;

WHEREAS, Principal wishes to engage Independent Contractor and Independent Contractor wishes to accept such engagement on the terms and under the conditions recited below;

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

**A. Capacity of Engagement.** The duties to be performed by Independent Contractor for Principal are generally described as follows: user support.

**B. Term of Independent Contractor Agreement--terminable by either party at will.** Principal shall engage Independent Contractor in the capacity set forth above commencing on or by 10-1-2004 (or such other date as the Parties may agree to) and continuing for an undetermined length until either Party shall give proper notice (as defined in this contract) of termination of this independent contractor agreement to the other.

- 1. No fixed contract period.** There shall be no fixed date for termination of this independent contractor agreement and it shall continue indefinitely until either Party gives proper notice to the other as required in this paragraph. Each party explicitly recognizes that cause is not required for termination of this agreement subsequent to proper notice.
- 2. Notice Period.** Any Party wishing to give notice of termination of this agreement shall give the other Party ten days advance notice. The notice period does not commence until actually received by the other Party. Should state or federal law require a longer notice period, the longer notice period so required under the law shall be applicable to this contract.
- 3. Method of All Notices except termination for cause.** All notices required under this contract except termination for cause, shall be given in writing delivered by any method.
- 4. Notice To Principal.** All notices under this contract to be given to the Principal shall be communicated to the following individual at the stated address:  
**Joe Raymond** at MedLawPlus.com, Inc., 3823 Connecticut Street, St. Louis, MO 63116. Principal may amend this subparagraph through written notice to the Independent Contractor.
- 5. Notice To Independent Contractor.** All notices under this contract shall be given to the Independent Contractor as follows:  
**Fred Gwin** at Fred Gwin, 5 Mockingbird Lane, St. Louis, MO 63103. Independent Contractor may amend this subparagraph through written notice to the Principal.

**C. Termination for cause.** Principal may terminate this independent contractor agreement at any time "for cause", the grounds for which are defined below. In the case of termination for cause, Principal shall have no obligation to Independent Contractor for compensation or any other form of benefit under this agreement except for compensation earned prior to the effective date of termination. Also, in the case of termination for cause, Principal shall reimburse Independent Contractor for all appropriately documented expenses incurred by Independent Contractor before the termination date that are otherwise reimbursable to him or her under this contract. The "notice period" and "notice method", if any, contained in paragraph B above do **not** apply to termination for cause. Principal must give actual notice to Independent Contractor of termination for cause but may deliver said notice by any manner, either orally or in writing. Principal may make termination for cause effective immediately. However, should state or federal law require a notice period, the notice period so required under the law shall be applicable to this contract. This paragraph concerning "for cause" termination, if triggered through commission of the below acts by the Independent Contractor, merely allows the Principal to terminate without complying with the notice provisions contained in the preceding paragraph.

Grounds For "Cause" Termination. Commission of any of the following acts by the Independent Contractor constitute grounds for the Principal to terminate Independent Contractor "for cause" under this paragraph:

1. Independent Contractor is charged with a felony crime;
2. Independent Contractor commits a crime of moral turpitude such as an act of fraud or other crime involving dishonesty;
3. Independent Contractor uses illegal drugs;
4. Independent Contractor fails to perform his or her duties in a competent manner;
5. Independent Contractor violates his or her duties of confidentiality and/or non-competition under this agreement;
6. Independent Contractor fails to comply with directives from superiors, the company board of directors or managing officers, or written company policies;
7. Independent Contractor commits any act or acts that harm the Company's reputation, standing, or credibility within the community(ies) it operates or with its customers or suppliers;
8. Independent Contractor fails to perform the duties assigned to him or her for any reason;

**D. Required Confidentiality.** For so long as Independent Contractor shall remain engaged by Principal and for a period of one year after termination of the contract with Principal for any reason, Independent Contractor shall not disclose or communicate any "Confidential Information" of Principal to any person or entity other than Principal nor use said "Confidential Information" for any purpose or reason other than the benefit of Principal. For purposes of the preceding sentence, "Confidential Information" means (but is not limited to) any information regarding Principal's business methods, business policies, procedures, techniques, research or development projects or results, sales information of any kind, financial information of any kind, trade secrets or other knowledge possessed by Principal which is not generally known by individuals outside of the Principal (including Principal's employees, consultants, and advisors). Also, "Confidential Information" shall additionally include, but not be limited to, the follow information of Principal:

1. Price lists or other pricing information;
2. Customer lists or other customer information;
3. Sales strategy, tactics, or methods;
4. Information pertaining to products or services under development;
5. Internal company reports of any kind.

**E. Independent Contractor Status For Tax Purposes.** Independent Contractor shall report and pay to the proper state and federal agencies self-employment taxes upon all compensation earned in performance of this contract. The Parties to this contract are in agreement that Independent Contractor holds the status, for state

and federal tax purposes, of "independent contractor". Furthermore, the Parties recognize that the following elements exist in their relationship:

Elements of Relationship	"X" indicates this factor exists
Contractor allowed to hire assistants	X
Contractor has discretion to determine where work is to be performed	X
Contractor offers his or her services to the general public	X
Contractor to provide tools or equipment owned by him or her for performance of the work required by this contract	X

The foregoing list is **not** intended by the Parties to be an exhaustive list of the common law factors present in their relationship indicating independent contractor status and, therefore, any factors not listed may still exist in this relationship.

**F. Independent Contractor Compensation.** For all services rendered by Independent Contractor under this agreement, Independent Contractor shall receive fixed pay at the rate of \$12 per hour. This rate may be adjusted by agreement of the parties.

**G. Independent Contractor Expenses to be Reimbursed by Principal.** [This paragraph not used in this agreement.]

**H. Equipment to be provided by Principal to Independent Contractor.** [This paragraph not used in this agreement.]

**I. Remedies in Event of Breach of Paragraph D.** Independent Contractor hereby recognizes that irreparable damage will result to the Principal, and to the business of the Principal, in the event of breach by Independent Contractor of any of the covenants and assurances contained in paragraph D (Confidentiality) above. As such, in the event of breach of any of the covenants and assurances contained in paragraph D of this contract, Principal shall be entitled to enjoin and restrain Independent Contractor from any continued violation of any term of paragraph D. This equitable remedy shall be in addition to (and not supersede) any action for damages Principal may have for breach of any part of this agreement.

- a. **Attorneys Fees and out-of-pocket costs.** Should Independent Contractor breach this agreement, Principal shall be indemnified by Independent Contractor for its reasonable attorneys fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this agreement.

**J. Survival of Paragraphs D, E, and H through Q.** Should either party lawfully terminate this agreement, paragraphs D, E, and H through Q hereof shall survive any such termination and remain in full force and effect until the expiration of their legal enforceability.

**K. Integration.** This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, and covenants, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement. Should the language of this contract conflict with any Principal's manuals or memoranda, the language of this contract shall control unless the external document specifically states that it shall act as a modification of company employment contracts and the Independent Contractor consents to this modification.

**L. Severability.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

**M. Modification.** Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

**N. Acknowledgements.** Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.

**O. Return of Materials.** Independent Contractor agrees that upon the termination of his or her employment with Principal for any reason whatsoever, Independent Contractor will promptly return to Principal all manuals, records, training materials, and other Confidential Information (described in paragraph D above) in his or her possession as well as equipment, if any, given to Independent Contractor by Principal for use in performance of his or her duties.

**P. Effect of Waiver of Breach.** The waiver by the Principal of a breach of any of the provisions of this agreement by the Independent Contractor shall not operate or be construed as a waiver of any subsequent breach by the Independent Contractor.

**Q. Exclusive Jurisdiction for Suit in Case of Breach.** The Parties, by entering into this agreement, submit to jurisdiction in St. Louis City, MO for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of St. Louis City, MO shall have **exclusive** jurisdiction over any disputes between the parties relative to this agreement, whether the dispute sounds in contract, tort, or other areas of the law.



(Note: This page is not to be attached to your trust.)

## INSTRUCTIONS REGARDING EXECUTION OF YOUR INDEPENDENT CONTRACTOR AGREEMENT

- A. We recommend that you execute two originals of this document and give one to each party.
- B. Please make sure the document is dated as of the date of signing.
- C. What if I decide to make changes to my document? We will keep your responses to the online questionnaire in our database for 60 days after the date of purchase. You may go to the User Administration section of our site to call up your form questionnaire and make changes--the URL is <https://www.medlawplus.com/user/> . You shall need your "user name" and "password" to re-enter the system. Once in the User Administration area, click on the text link to your form questionnaire which is located on the upper-left of the page. Make the desired changes to your responses in the questionnaire and submit to create a revised document. If you have problems calling up your old data, email us at [administrator@medlawplus.com](mailto:administrator@medlawplus.com). We do our best to give a prompt response to all inquiries, usually within a few hours. NOTE: Upon registration, our system emailed to you our record of your "user name" and "password".

### DISCLAIMER

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[HOME](#) [FORMS INDEX PAGE](#) [RFP SYSTEM](#)