**Independent Contractor & Client Agreement**

WHEREAS, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ('Client') intends to contract with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Independent Contractor - 'IC') for the performance of certain tasks;

WHEREAS, IC's principal place of business is located at the following address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

WHEREAS, Client's principal place of business is located at the following address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

WHEREAS, IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement;

WHEREAS, IC declares that IC is engaged in the same or similar activities for other clients and that Client is not IC's sold and only client or customer.

THEREFORE, IN CONSIDERATION OF THE FOLLOWING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE:

**1. SERVICES TO BE PERFORMED**

Client engaged IC to perform the following tasks or services:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

**2. TERMS OF PAYMENT**

Client shall pay IC according to the following terms and conditions (set forth here commission or fee arrangement, and the time for payment, etc.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

**3. INSTRUMENTALITIES**

IC shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**4. GENERAL SUPERVISION**

IC retains the sole right to control or direct the manner in which the services described herein are to be performed. Subject to the foregoing, Client retains the right to inspect, to stop work, to prescribe alterations and generally to supervise the work to insure its conformity with that specified herein.

**5. NO PAYROLL OR EMPLOYMENT TAXES**

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this paragraph, include but are not limited to FICA, FUTA, federal personal income tax, and state unemployment insurance tax.

**6. NO WORKERS’ COMPENSATION**

No workers’ compensation insurance has been or will be obtained by the Client on account of IC or IC's employees.

**7. TERMINATION**

This Agreement shall end on \_\_\_\_\_\_\_\_ and may not be terminated earlier (except for cause) without \_\_\_\_\_\_\_\_\_ days prior written notice from one party to the other.

AGREED TO this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**CLIENT:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Title)

**INDEPENDENT CONTRACTOR:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Title)