



BIG SOLUTIONS FOR SMALL BUSINESS

Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made and entered into on _____, 20 _____ between _____ whose principal place of business is located at _____ (hereinafter referred to as “Company”) and _____ whose present address and telephone number is _____ (hereinafter referred to as “Contractor”).

In consideration of the mutual covenants set forth below, Company agrees to hire Contractor and Contractor agrees to work for Company as set forth in this Agreement.

1. SPECIAL DEFINITIONS:

As used here in, special definitions include _____.

2. DESCRIPTION OF DUTIES

Contractor’s duties shall include:

A.

B.

C.

D.

E.

B. Place and Hours of Employment

This is an independent contractor position, consisting of approximately _____ hours a week, although Contractor hereby agrees and acknowledges that there may be weeks where there is less time required, or more, depending upon circumstances. Should more time be needed in any given week, Contractor and Company will work together to ensure that a mutually satisfactory schedule is agreed upon. Contractor further agrees and acknowledges that there is no minimum number of hours guaranteed in this position and that should Company not need her for the intended _____ hours on any given week, time worked and pay received shall be commensurate with the time actually worked.

Contractor agrees that their duties shall be rendered both at Company's business premises as well at Contractor's home, as well as at such other places as the Company shall in good faith require. As an independent contractor, Contractor shall choose the time, place, method, and manner of how the work will be accomplished.

C. Duty of Loyalty and Best Efforts

Contractor shall give her attention, knowledge, and skills to Company's business interests and shall do so in good faith, with best efforts, and to the reasonable satisfaction of Company. Contractor understands that they shall only be entitled to the compensation, benefits, and profits as set forth in this Agreement. Contractor further acknowledges she will not engage in any form of activity that produces a "conflict of interest" with those of Company unless agreed to in advance and in writing.

3. COMPENSATION TERMS

A. Base Compensation

[] Contractor shall receive a wage of \$_____ per hour payable monthly, upon receipt of an invoice by Company on the last day of each month. Because this is an independent contractor position, Company will withhold no taxes from Contractor's pay, and Contractor is responsible for making all relevant tax payments and filing relevant 1099s, etc.

or

[] Contractor shall be paid per project, at a fee of _____.

Contractor shall fill out monthly time sheets / invoices detailing her hours worked and functions performed and will transmit them to Company at the close of business on the last day of every month.

B. Expense Reimbursement

Contractor shall be entitled to reimbursement of any or all expenses authorized and reasonably incurred expenses incurred in the performance of the functions and duties under this Agreement. In order to receive reimbursement, Contractor must timely provide Company with an itemized account of all expenditures, along with suitable receipts therefore. Any expenditure over the dollar amount of \$50 requires prior written authorization.

5. BENEFITS

A. Insurance

Company will not supply any insurance benefits.

B. Education Reimbursement

Should Contractor be asked by Company to undertake additional training for the benefit of Company's business, Company will pay for said training,

C. Additional Benefits

None.

6. TERMINATION

A. "At Will"

Because this is an independent contractor position, Contractor's contract with Company is "at will." "At will" is defined as allowing either Contractor or Company to terminate the Agreement at any time, for any reason permitted by law, with or without cause and with or without notice. Nothing in this agreement or by this work is intended to create an employee-employer relationship or anything other than an independent contractor relationship and there is no guarantee of continued or ongoing work.

7. COVENANTS

A. *Non-Disclosure of Trade Secrets, Customer Lists and Other Proprietary Information*

Contractor agrees not to use, disclose or communicate, in any manner, proprietary information about Company, its operations, clientele, proposals, plans, business strategies, or any other proprietary information, that relate to the business of Company. This includes, but is not limited to, the names of Company's customers, its marketing strategies, operations, or any other information of any kind which Company deems confidential or proprietary. Contractor acknowledges that the Company's information is material and confidential and that it affects the profitability of Company. Contractor understands and that any breach of this provision, or of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.

To the extent Contractor feels that she needs to disclose confidential information, she may do so only after being authorized to so do in writing by Company.

B. *Adherence to Company's Policies, Procedures, Rules and Regulations*

Contractor agrees to adhere by all of the policies, procedures, rules and regulations set forth by the Company.

8. PROPERTY RIGHTS

A. *Existing Customers of Company*

Contractor agrees that existing customers or clients of Company are and will remain the property of the Company.

B. *Records and Accounts*

Contractor agrees that all those records and accounts maintained during the course of employment are the property of Company, shall remain current and be maintained at Company's place of business.

C. *Return Upon Termination*

Contractor agrees that upon termination of this Agreement she will return to Company all of Company's property, including, but not limited to, intellectual property, trade secret information, customer lists, operation manuals, content, records and accounts, materials subject to copyright, trademark, or patent protection, customer and Company

information, credit cards, business documents, reports, automobiles, keys, passes, and security devices.

D. *Copyrights, Inventions and Patents*

Contractor understands that any copyrights, inventions or patents created or obtained, in part or whole, by Contractor during the course of this Agreement are to be considered “works for hire” and the property of Company. Contractor assigns to Company all rights and interest in any copyright, invention, patents or other property related to the business of the Company.

9. INDEMNIFICATION FOR THIRD PARTY CLAIMS

Contractor hereby agrees to indemnify, defend, save, and hold harmless Company, its shareholders, officers, directors, and other agents (other than Contractor) from and against all claims, liabilities, causes of action, damages, judgments, attorneys’ fees, court costs, and expenses which arise out of or are related to the Contractor’s performance of this Agreement, failure to perform job functions or duties as required, or result from conduct while engaging in any activity outside the scope of this Agreement, before, during or after the termination of this Agreement. Contractor understands that this obligation of indemnification survives the expiration or termination of this Agreement.

10. MEDIATION AND BINDING ARBITRATION

The parties agree to first mediate any disputes and may then submit to binding arbitration any claims that they may have against each other, of any nature whatsoever, other than those prohibited by law or for workers compensation, unemployment or disability benefits, pursuant to the rules of the American Arbitration Association.

11. ATTORNEYS’ FEES AND COSTS

Contractor and Company agree that should any action be instituted by either party against the other regarding the enforcement of the terms of this agreement, the prevailing party will be entitled to all of its expenses related to such litigation including, but not limited to, reasonable attorneys’ fees and costs, both before and after judgment.

12. MISCELLANEOUS PROVISIONS

A. *Accuracy of Representations*

Contractor understands that any projections regarding the financial status or potential for growth of this Company are matters of opinion only and do not constitute a legally binding representation. Contractor agrees that they have had the opportunity to conduct due diligence of Company and are satisfied with the representations that have been made.

B. Notices

Contractor agrees that any notices that are required to be given under this Agreement shall be given in writing, sent by certified mail, return receipt requested, to the principal place of business of the Company or residence of Contractor.

C. Entire Agreement

This Agreement represents the complete and exclusive statement of the employment agreement between the Company and Contractor. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties concerning their employment agreement.

D. The Effect of Prior Agreements or Understandings

This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

E. Modifications

Contractor and Company agree that this writing, along with those Agreements referred to within it, constitutes the entirety of the Employment Agreement between the parties. Any modifications to this Agreement may only be done in writing and must be signed by Company.

F. Severability of Agreement

To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

G. Waiver of Breach

The waiver by Company of a breach of any provision of this Agreement by Contractor shall not operate as a waiver of any subsequent breach by the Contractor. No waiver shall be valid unless placed in writing and signed by Company.

H. Choice of Law, Jurisdiction and Venue

Contractor agrees that this Agreement shall be interpreted and construed in accordance with the laws of the State of _____ and that should any claims be brought against Company related to terms or conditions of employment it shall be brought within a court of competent jurisdiction within the county of _____.

I. Attorney Review

Contractor warrants and represents that Contractor in executing his Agreement has had the opportunity to rely on legal advice from an attorney of Contractor's choice, if she so chooses, , so that the terms of this Agreement and their consequences could have been fully read and explained to Contractor by an attorney and that Contractor fully understands the terms of this Agreement.

Contractor Date

Company Date