

Below are the first 4 pages of our 7-page attorney-drafted CPA reviewed Independent Contractor agreement for California. This agreement comes in a totally editable Word format. You can order 24 hours a day and immediately download your agreement at the following link:

<http://employerscenter.com/independent-contractor-agreement/>

## **Independent Contractor Agreement**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between [Client's name] ("Client") and [Contractor's name] ("Contractor") [If the Contractor is a corporation or limited liability company (LLC), state the type of entity and its state of incorporation; the principal may also wish to state the name of the specific person(s) in the corporation or LLC whose services are desired here or in Schedule A, e.g., "Acme, Inc., a California corporation, for the services of its owner, Jane Doe" – if contracting with an individual, all of this bracketed material may be deleted] (collectively, the "Parties").

In consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

### **1) Duties:**

Contractor's duties, description of services to be performed, and/or products to be created (collectively, the "Work") are set forth in Schedule A, attached hereto and incorporated into this Agreement by this reference. Schedule A may be amended in writing from time to time with revised or additional Work to be performed by the Contractor and agreed to by the Client, and/or additional duties, services, or projects may be added as Schedule A-1. Schedule A-2, Schedule B, Schedule C, etc.; and in such an instance, any reference to "Schedule A" in this Agreement shall also be deemed to apply to these additional schedules.

### **2) Compensation / Payment:**

Client agrees to compensate the Contractor as described and set forth in Schedule A.

### **3) Assignment of Intellectual Property:**

In consideration of the compensation described in this Agreement, Contractor, and on behalf of its employees and agents, hereby agrees to grant, release, and assign to Client, all right, title, and interest in all copyrights, patents, trade secrets, and other intellectual property arising out of the Work created under this Agreement; that is, for avoidance of uncertainty, all products or inventions created by Contractor or its employees or agents arising from or reasonably related to the Work for Client, shall be and become irrevocably the property of Client.

Upon request, Contractor will provide, execute, and return to Client whatever documents, information, and materials are in Contractor's possession or reasonably available to Contractor to enable Client to protect its copyrights, patents, trade secrets, and other intellectual property rights in any materials produced as a result of this Agreement. Any equipment, software (including relevant passwords and codes), parking or other passes, badges, or key cards that were provided to Contractor by Client for use under the terms of this Agreement will also be returned promptly to Client.

#### **4) Confidentiality:**

Contractor acknowledges that during the engagement Contractor will have access to various trade secrets, inventions, processes, information, records, and products owned by Client and/or used by Client in connection with the operation of its business including, without limitation, Client's customer lists, accounts, and procedures. Contractor agrees that Contractor will not disclose any of these materials or information, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement with Client for Client's benefit.

All records, documents, files, blueprints, specifications, information, letters, original artwork, and similar items relating to the work for Client, shall remain the exclusive property of Client. Contractor shall not retain any originals or copies of the foregoing without Client's prior written permission, whether in electronic or other formats. Upon the expiration or termination of this Agreement, or whenever earlier requested by Client, Contractor shall immediately deliver to Client all files, records, documents, information, and other materials of Client's in Contractor's possession and/or delete or destroy all copies. Contractor further agrees that Contractor will not disclose the terms of this Agreement to any person without the prior written consent of Client and shall at all times preserve the confidential nature of Contractor's relationship to Client.

Contractor may be required to execute additional, customer- or project-specific confidentiality agreements as a condition of performing such Work, and Contractor hereby agrees to execute such additional agreements as are reasonably necessary for the protection of Client or Client's customers or suppliers.

#### **5) Non-Circumvention:**

During the term of this Agreement, Contractor may have contact with Client's customers. Any inquiries from such customers regarding modifying the scope of existing business, or of adding new business, with Client, or other sensitive information concerning the business relationship between Client and any such customers, shall be immediately communicated by Contractor to Contractor's primary contact person at Client, and any such new business shall belong to Client. Unless otherwise specified in an attached Schedule, Contractor shall not be due any commission or other payment on account of acting as a conduit for such communication.

#### **6) Entire Understanding:**

This Agreement and Schedule A constitute the entire understanding and agreement of the Parties, and any prior agreements or understandings are hereby cancelled. All subsequent modifications of this Agreement shall be in writing and signed by the Parties.

**7) Assignment:**

Contractor shall not assign any of Contractor's rights, or delegate Contractor's duties, under this Agreement, without the prior written consent of Client.

**8) Force Majeure:**

Neither Party will be responsible for delays or failure of performance under this Agreement resulting from acts of God, war, terrorism, strikes, epidemics, failure of suppliers to perform, earthquakes, power failures, or other causes beyond the control of that Party which render performance by that Party impossible or commercially unreasonable.

**9) Term of Agreement:**

This Agreement will commence as of the date set first written above and shall remain in effect until the Work is completed and delivered to Client, or until terminated by Client by giving Contractor five (5) business days written notice. Should Client wish to terminate this Agreement due to Contractor's failure to perform services to Client's satisfaction, Contractor shall have five (5) business days to satisfy Client and to cure any problems following written notice from the Client describing such problems or unsatisfactory Work. If the Work is still deemed unsatisfactory by Client after five (5) business days, the Agreement shall be immediately terminated upon Client's notice to Contractor.

Regardless of anything to the contrary in this Agreement, the following sections of this Agreement shall survive its expiration or termination: 2, 3, 4, 7, 10, 11, 12, 13, and 14.

**10) Contractor's Representations and Warranties:**

Except as otherwise expressly provided in Schedule A, Contractor represents and warrants that:

10.1) In performing the Work described in this Agreement including Schedule A, Contractor will employ Contractor's best technical procedures, skill, and judgment. Contractor will perform the Work in a manner consistent with Client's best interests and prevailing industry standards.

10.2) Contractor will provide the Work as described in Schedule A that conforms to the specifications agreed upon between Client and Contractor.

10.3) Neither the Work nor any its components have been previously produced or published in whole or in part in any format by Contractor, except as disclosed in writing to Client.

10.4) Any Work provided by Contractor to Client does not infringe on any copyright, trademark, patent, trade name, or other intellectual property right belonging to any third party.

## 11) Contractor's Declarations:

Contractor agrees to and makes the following declarations (Contractor, initial each blank):

11.1) Contractor is an independent contractor. Client has not previously employed Contractor, and Contractor is not an agent or employee of Client. Contractor shall have no right to bind Client, and Client shall not be liable on account of any action or inaction on the part of Contractor, except as otherwise specifically provided in this Agreement including Schedule A.

\_\_\_\_\_

11.2) Contractor is responsible for and currently possesses, or will timely obtain all necessary licenses or permits to perform the Work for Client under this Agreement. Contractor shall comply with all applicable federal, state, and local laws in performing the Work under this Agreement. \_\_\_\_\_

11.3) Contractor shall be responsible for Contractor's own self-employment, payroll, and income taxes and shall indemnify, defend, and hold harmless Client from and against the same.

\_\_\_\_\_

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