Independent contractor agreement template

Check this template against your local regulations and your own policies before you use it.

This independent contractor agreement is made on date between business's legal name of business's address (the Business) and contractor's legal name , business number if any, of contractor's address (the Contractor).

1. Services

The Contractor will provide the services described in Schedule 1 (the Services), to the standard a skilled professional in their field would.

The Contractor decides how, when and where the Services are done, as long as they meet the deadlines and requirements in Schedule 1.

2. Term

This agreement starts on start date and ends on end date, or when the Services are complete , unless ended earlier under clause 9.

3. Fees and invoicing

The Business will pay the Contractor fixed fee, or hourly or daily rate , plus any sales tax that applies .

The Contractor will invoice on completion / monthly / at each milestone , and the Business will pay each correct invoice within number days.

Expenses are paid only when the Business approves them in writing before they are spent.

4. Independent contractor

The Contractor is an independent business, not an employee, partner or agent of the Business. The Contractor is not entitled to leave, pension or other employee benefits.

The Contractor may work for others, as long as it doesn't conflict with the Services.

The Contractor may use their own staff or subcontractors with the Business's written approval, and is responsible for them.

5. Tax and insurance

The Contractor is responsible for their own taxes and any registrations their business needs.

The Contractor will hold public liability / professional indemnity / other insurance of at least amount while this agreement is in force, and show proof when asked.

6. Intellectual property

Once the Business has paid for it, everything the Contractor creates for the Services belongs to the Business. The Contractor keeps what they owned before this agreement, and gives the Business a licence to use it as part of the Services.

7. Confidentiality

The Contractor will keep the Business's confidential information confidential, during and after this agreement, and use it only to provide the Services. At the end of the agreement, the Contractor will return or delete it.

8. Liability

Each party is responsible for loss it causes the other through breach of this agreement or negligence. Add any cap on liability, or delete this sentence.

9. Ending the agreement

Either party may end this agreement by giving number days' written notice.

Either party may end it straight away by written notice if the other seriously breaches it and doesn't fix the breach within number days of being asked to.

When it ends, the Business pays for Services delivered up to that date.

10. General

This agreement, with Schedule 1, is the whole agreement between the parties about the Services. Changes must be in writing and signed by both parties.

This agreement is governed by the law of country, state or province.

11. Schedule 1: the Services

What the Contractor will deliver, the deadlines or milestones, and any standards or requirements.

Signatures

Signed for the business

Signature _____ Name _____ Title _____ Date _____

Signed for the contractor

Signature _____ Name _____ Title _____ Date _____