

## CONTRACTOR AGREEMENT

As of ("Effective Date"), this Contractor Agreement ("Agreement") is entered into by and between a corporation, located at ("Company") and an individual, residing at ("Contractor").

1. **Services.** Contractor shall, to the best of his or her ability, render services ("Services") as requested by the completion dates set forth by Company. The manner and means by which Contractor chooses to complete the Services are in Contractor's sole discretion and control. Contractor agrees to exercise the highest degree of professionalism, and to utilize his or her expertise and creative talents in completing such Services. In completing the Services, Contractor agrees to provide her tools and other materials at his or her own expense if requested by the Company. Contractor shall provide her facilities and equipment available to Contractor when necessary. Contractor shall perform Services in a timely and professional manner consistent with industry standards and to which Company agrees to subcontract or otherwise delegate her or her obligations under this Agreement without Co

2. **Payment.** Company shall pay Contractor for per hour actually worked under this Agreement under at a rate of description of work, dates worked to Company permit an invoice detailing hours worked, a payment of each month in which Services were performed. Payment shall be made within days of the submission of the Contractor's invoice. Upon prior written approval by Compar of Contractor shall be reimbursed.

3. in the Internal Revenue Service as required by law. Contractor shall not withhold or make payments for social security contributions; or obtain worker's compensation insurance; or obtain exclusive liability for complying with all applicable laws including obligations such as payment of taxes and other contributions based on fees paid to Contractor, his or her agents or employees. Contractor hereby agrees to indemnify and defend Company against any and all such claims, including penalties and interest. Contractor is free to enter any contract to provide services, except any contract which would induce Contractor to violate this Agreement.

4. **Good Judgment.** Contractor is expected to perform Services. This includes but is not limited to (a) not engaging in criminal or inappropriate conduct on or during work time; (b) not consuming alcohol while performing Services; (c) not using Company premises or while performing Services for harassing, insulting, or otherwise abusive purposes; and (d) not violating the policy below. Contractor hereby agrees to indemnify and defend Company against any and all such claims, including penalties and interest. Contractor is free to enter any contract to provide services, except any contract which would induce Contractor to violate this Agreement. Contractor is expected to avoid any behavior that could be interpreted as harassment of a co-worker or persons who do business with Contractor. Harassment includes unwelcome conduct, whether verbal, physical or visual that denigrates or shows hostility or aversion toward an individual because of his or her sex, color, religion, national origin, age, disability, marital status, pregnancy, sexual orientation, or ethnicity. Examples of harassment include without limitation: (i) unwelcome sexual advances, requests for sexual favors, and verbal or physical harassment of a sexual nature when (i) submission to or rejection of such advances, requests or conduct is made as a basis for work place decisions, or (ii) su



or interest whatsoever in the Contractor's work product to third parties; (e) Contractor has full right and power to enter into and perform this Agreement without the consent of any third party; (f) Contractor shall take all necessary precautions to prevent injury to any persons (including employees of Company) or damage to property (including Company's property) during the term of this Agreement; (g) should Company permit Contractor to use any of Company's equipment, tools, or facilities during the term of this Agreement, such permission shall be gratuitous and Contractor shall be responsible for any injury to any person (including death) or damage to property (including Company's property) arising out of use of such equipment, tools or facilities, whether or not such claim is based upon his or her condition or on the alleged negligence of Company in permitting his or her

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shall not use, copy, distribute, sell, immitige or viola  
publicity rights, privacy rights, moral rights, copyright,  
by way of example, register, purchase, apply for, lic  
whole or in part, or any derivation of (e.g. a spelling, i  
underscores) any Confidential or proprietary Informa  
for, or attempt to do so, any copyright registration for  
or modification of any Confidential or proprietary In  
license for, or attempt to do so, any trade or servi  
derivation or modification of any Confidential and pro

8. **Indemnification.** Contractor shall indemnify a  
employees, sublicensees, contractors and agents frc  
and costs (including attorneys' fees and court cos  
statement, representation or obligation of Contractor  
notice of any such Claim and Contractor has the righ  
expense. From the date of written notice from Com  
the right to withhold from any payments due Contrac  
plus additional reasonable amounts as security for C

9. **Termination.** Either party may terminate this Ag  
Upon termination of the Agreement or earlier as requ

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unearited, undeleted equipment and information will  
equipment allocated to you shall be returned upon te  
costs.

10. **LIMIT OF LIABILITY.** IN NO EVENT SHAL  
INCIDENTAL, SPECIAL, INDIRECT OR CONSE  
SERVICES, UNDER NO CIRCUMSTANCES, RE  
COMPANY'S LIABILITY TO CONTRACTOR EXCE  
\$1000).

11. **Non-Solicitation.** Contractor agrees not to soli  
Company to leave Company or accept other employ  
Contractor's performance for Company.

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pany including, but not limited to,  
and patent rights, without limitation,  
o, any domain name containing, in  
r or plural, with or without dashes or  
apply for, license, obtain a license  
in whole or in part, or any derivation  
chase, apply for, license, obtain a  
aining, in whole or in part, or any

pany, his or her officers, directors,  
ses, liabilities, damages, expenses  
breach or alleged breach of any  
t Company gives Contractor written  
ense of any such Claim at his or her  
y such Claim, Company shall have  
it the amount of any defense costs,  
der this Section.

; notice to the other for any reason.  
ractor shall deliver to Company any

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pany for such disclosure. All work  
shall be responsible for replacement

LE TO CONTRACTOR FOR ANY  
EXCEPT FOR PAYMENTS FOR  
BASIS OF THE CLAIM SHALL  
UNITED STATES DOLLARS (U.S.

any other contractor or employee of  
riod of one year after termination of

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12. **Miscellaneous.** This Agreement shall be governed by the laws of the State of *(insert state law)*. For the purpose of this Agreement, Contractor shall be deemed to be located in *(insert place district)*.

If any provision of this Agreement is held to be unenforceable, the remaining provisions shall nevertheless remain in full force and effect as if such unenforceable provision had never constituted a part hereof. Any provision held to be unenforceable shall be automatically amended so as to best accomplish the objectives of this Agreement. Any waiver of a provision of this Agreement shall not be construed as an assignment of this Agreement or performance hereunder. Any waiver hereunder shall not be interpreted to waive any other obligation under this Agreement.

**By placing his or her signature below, the Contractor hereby certifies that he or she has read and understood the above, has this Agreement.**

Understood and Agreed by: \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_  
(Contractor)

hereunder shall be construed in accordance with the applicable law without regard to principles of conflict of laws. This Agreement shall be governed by the personal jurisdiction of the state and federal courts.

If any provision of this Agreement is held to be unenforceable, the remaining provisions shall nevertheless remain in full force and effect as if such unenforceable provision had never constituted a part hereof. Any provision held to be unenforceable shall be automatically amended so as to best accomplish the objectives of this Agreement. Any waiver of a provision of this Agreement shall not be construed as an assignment of this Agreement or performance hereunder. Any waiver hereunder shall not be interpreted to waive any other obligation under this Agreement.

**By placing his or her signature below, the Contractor hereby certifies that he or she has read and understood the above, has this Agreement.**

\_\_\_\_\_  
(Date)  
\_\_\_\_\_