

INDEPENDENT CONTRACTOR AGREEMENT

There is no substitute for placing our commitments in writing. Especially when it comes to working with Independent Contractors. This Agreement is a starting point. You may not need much of the language below. Pay special attention to the language in brackets [] and make the agreement reflect the understanding of the parties. As always, while we believe our materials to be the best, we suggest an experienced employment law attorney review any legal document before going final. Using this tool will save you plenty of time and legal fees in the process.

There are industry specific issues and state law specific issues that must be addressed in any agreement. If you don't have a relationship with an employment law attorney, may we suggest you contact one of the attorneys at the [Worklaw Network](#). They have reviewed this sample contract language and can assist with finalizing your document.

This Agreement, made this _____ day of _____, _____, between _____ hereinafter referred to as "Company," located at _____ and _____ hereinafter referred to as "Independent Contractor," collectively referred to as the "Parties."

RECITALS

Independent Contractor is engaged in providing _____ business services, with their principal place of business at address _____, Employer Tax I.D. Number _____ Business License Number _____. Independent Contractor represents that he or she has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor pursuant to this Agreement. Independent Contractor is or remains open to conducting similar tasks or activities for entities other than the Company and holds himself or herself out to the public to be a separate business entity.

Company desires to engage and contract for the services of the Independent Contractor to perform certain tasks as set forth herein. Independent Contractor desires to enter into this Agreement and perform as an independent contractor for the company and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. **Status of Independent Contractor.** This Agreement does not constitute a hiring by either party. It is the parties intention that Independent Contractor shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability

claims. Within the Scope of Work, Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by Independent Contractor unless specifically authorized in writing. Independent Contractor shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

2. **Tasks, Duties, and Scope of Work.** Independent Contractor agrees to devote as much time, attention, and energy as necessary to complete or achieve the following: [or the attached "Scope of Work"] _____

The above shall be referred to in this Agreement as the "Scope of Work." It is expected that the Scope of Work will be completed by _____.

Independent Contractor shall additionally perform any and all tasks and duties associated with the Scope of Work set forth above, including but not limited to, work already being performed or related change orders. Independent Contractor has full discretion within the "Scope of Work" but shall not engage in activities which are not expressly set forth by this Agreement without written permission.

3. **Books and Records.** The books and records related to the Scope of Work set forth in this Agreement shall be maintained by the Independent Contractor at the Independent Contractor's principal place of business and open to inspection by Company during regular working hours. Documents to which Company will be entitled to inspect include, but are not limited to, any and all contract documents, change orders/purchase orders and work authorized by Independent Contractor or Company on existing or potential projects related to this Agreement.

4. **Location, Tools, Equipment, Suggestions.** Independent Contractor shall be responsible to the ownership and management of Company, but Independent Contractor will not be required to follow or establish a regular or daily work schedule. Independent Contractor shall supply all necessary equipment, materials and supplies. Independent Contractor will not rely solely on the equipment or offices of Company for completion of tasks and duties set forth pursuant to this Agreement. Any advice given to Independent Contractor regarding the Scope of Work shall be considered a suggestion only, not an instruction. Company retains the right to inspect, stop, or alter the work of Independent Contractor to assure its conformity with this Agreement and Company needs.

5. **Compensation.** Independent Contractor shall be entitled to compensation for performing those tasks and duties related to the Scope of Work as follows: _____

Such compensation shall become due and payable to Independent Contractor upon receiving an invoice and shall be paid according to the following schedule [50% upon signing this contract and 50% upon completion of the scope of work required]: _____

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6. **Withholding of Taxes.** Independent Contractor recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Independent Contractor hereby promises and agrees to indemnify the Company for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Company as a result of independent contractor's failure to make such required payments. At the Company's request, Independent Contractor shall provide proof of required tax payments.
 7. **Agreement to Waive Rights to Benefits.** Independent Contractor hereby waives and foregoes the right to receive any benefits given by Company to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, such as 401(k) plans. Independent Contractor agrees that if any government agency or court of law claims that Independent Contractor is an employee, he or she agrees that he or she is not covered under these plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractor by virtue of their services to Company, and is effective for the entire duration of Independent Contractor's agreement with Company. This waiver is effective independently of Independent Contractor's employment status as adjudged for taxation purposes or for any other purpose.
 8. **Termination.** This Agreement shall be terminated at the conclusion of the Scope of Work. It may be terminated prior to the completion or achievement of the Scope of Work for cause by either party. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement. It shall continue under the same terms and conditions as set forth herein only by written agreement between the parties.
 9. **Non-Disclosure of Trade Secrets, Customer Lists and Other Proprietary Information**
 - a. **Representation and Warranties.** Independent Contractor represents and warrants that their relationship with Company will not cause or require he/she/it to breach any obligation to, agreement, or confidence related to confidential, trade secret and proprietary information of any other person, company or entity. Further, Independent Contractor acknowledges that a condition of this relationship is that he/she/it has not brought and will not bring or use in the performance of his/her/its duties at Company any proprietary or confidential information, whether or not in writing, of a former employer or contracting company without that employer or company's written authorization. Breach of this condition results in automatic termination of the relationship as of the time of breach. Except as may be noted on the back of the signature page hereof, there are no inventions of Independent Contractor heretofore made or conceived by Independent Contractor that Independent Contractor deems to be excluded from the scope of this Agreement, and Independent Contractor hereby releases Company from any and all claims by the Independent Contractor by reason of any use by Company of any invention heretofore made or conceived by Independent Contractor.

- b. **Proprietary Information.** For the purpose of this Agreement, “Proprietary Information” shall include, but not be limited to any information, observation, data, written material, record, document, drawing, photograph, layout, computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of Company, its affiliates or related entities.

All right, title, and interest of every kind and nature whatsoever in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by Independent Contractor during the term of the relationship with the Company or the _____ [time] period immediately following termination of that relationship, shall be the sole and exclusive property of Company for any purpose or use whatsoever, and shall be disclosed promptly by Independent Contractor to Company. The covenants set forth in the preceding sentence shall apply regardless of whether any Proprietary Information is made, written, discussed, developed, secured, obtained or learned (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of Company or otherwise, (d) with Company’s materials, tools, instruments, or (e) on Company's premises or otherwise.

Independent Contractor shall comply with any reasonable rules established from time to time by Company for the protection of the confidentiality of any Proprietary Information. Independent Contractor irrevocably appoints the President and all Vice Presidents of the Company to act as Independent Contractor’s agent and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights and similar rights to any Proprietary Information assigned by Independent Contractor to Company under this Agreement if (a) Independent Contractor refuses to perform those acts, or (b) is unavailable, within the meaning of any applicable laws. Independent Contractor acknowledges that the grant of the foregoing power of attorney is coupled with an interest and shall survive the death or disability of Independent Contractor.

Independent Contractor shall promptly and fully disclose to Company, in confidence (a) all Proprietary Information that Independent Contractor creates, conceives or reduces to practice in writing either alone or with others during the term of this Agreement, and (b) all patent applications and copyright registrations filed by Independent Contractor within one year after termination of this Agreement, including but not limited to materials and methodologies involved.

Any application for a patent, copyright registration or similar right filed by Independent Contractor within one year after termination of this Agreement shall be presumed to relate to Proprietary Information created by Independent Contractor during the term of this Agreement, unless Independent Contractor can prove otherwise with reasonable certainty.

Nothing contained in this Agreement shall be construed to preclude Company from exercising all of its rights and privileges as sole and exclusive owner of all of the Proprietary Information owned by or assigned to Company under this Agreement. Company, in exercising such rights and privileges with respect to any particular item of Proprietary Information, may decide not to file any patent application or any copyright registration on such Proprietary Information, may decide to maintain such Proprietary Information as secret and confidential, or may decide to abandon such Proprietary Information, or dedicate it to the public. Independent Contractor shall have no authority to exercise any rights or privileges with respect to the Proprietary Information owned by or assigned to Company under this Agreement.

- c. **Confidentiality.** Independent Contractor hereby acknowledges that Company has made, or may make, available to Independent Contractor certain customer lists, client information, pricing data, supply sources, techniques, computerized data, maps, methods, product design information, market information, technical information, benchmarks, performance standards and other confidential and/or Proprietary Information of, or licensed to, the Company or its clients/customers (“Customers”), including without limitation, trade secrets, inventions, patents, and copyrighted materials (collectively, the “Confidential Material”). Independent Contractor acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Company to maintain its secrecy and confidentiality. Except as essential to Independent Contractor’s obligation under this Agreement, Independent Contractor shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Except as essential to Independent Contractor's obligations pursuant to their relationship with the Company, Independent Contractor shall not make any duplication or other copy of the Confidential Material. Independent Contractor shall not remove Confidential Material or proprietary property or documents without written authorization.

Immediately upon request from Company, Independent Contractor shall return to Company all Confidential Material or proprietary property or documents. Independent Contractor shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons, and that such persons shall be bound by the provisions of this Agreement. Independent Contractor further promises and agrees not solicit Customers or potential Customers of the Company, after the termination of this Agreement, while making use of Company’s Confidential Material.

- d. **Non-Solicitation Covenant.** Independent Contractor shall not, during the Agreement and for a period of *one year* immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Company on whom Independent Contractor called or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organization.

- e. **Non-Recruit Covenant.** Independent Contractor shall not, during this Agreement and for a period of *one year* immediately following termination of this agreement, either directly or indirectly, recruit any of Company's employees for the purpose of any outside business.
 - f. **Non-Compete Covenant.** Independent Contractor agrees not to engage in any activity that is competitive with any activity of Company during the course of their relationship and for a period of [one year] after termination of the Agreement. For purposes of this paragraph, competitive activity encompasses forming or making plans to form a business entity that may be deemed to be competitive with any business of Company. This does not prevent Independent Contractor from seeking or obtaining employment or other forms of business relationships with a competitor after termination of employment with Company so long as such competitor was in existence prior to the termination of relationship with Company and Independent Contractor was in no way involved with the organization or formation of such competitor.
 - g. **Business Opportunities.** During the terms of this Agreement, if Independent Contractor becomes aware of any project, investment, venture, business or other opportunity (any of the preceding, collectively referred to as an "Opportunity") that is similar to, competitive with, related to, or in the same field as Company, or any project, investment, venture, or business of Company, then Independent Contractor shall so notify Company immediately in writing of such Opportunity and shall use Independent Contractor's good-faith efforts to cause Company to have the opportunity to explore, invest in, participate in, or otherwise become affiliated with such Opportunity.
 - h. **No Ownership.** Neither Independent Contractor nor any of their agents or principals shall become or be deemed an owner, partner, joint venture or agent of or with Company or any of its affiliates or related companies or businesses by reason of this Agreement or his/her relationship with Company unless set forth in a separate written agreement signed and dated by the parties. Neither Company nor Independent Contractor nor any agent, Independent Contractor, officer or independent contractor of or retained by Independent Contractor shall have any authority to bind the other in any respect unless set forth in a separate written agreement signed and dated by the parties.
10. **Promotional and Informational Material.** Independent Contractor shall not advertise or promote Company's services and products without Company's prior written approval (including, among other things, conducting mass marketing or direct mail programs or using the Internet). Independent Contractor shall use only promotional and informational material, including but not limited to Policy applications, marketing materials, training materials and other Company forms, which have been furnished to Independent Contractor by Company or which have been approved in writing from an authorized official of the Company (collectively the "Materials"). Independent Contractor shall use the Company Marks and Materials in compliance with Company's [Advertising Guidelines and Corporate Identity Guidelines] then in effect. Materials provided to Independent Contractor by Company shall not be reproduced, altered, or modified in any manner without Company's prior written approval. Materials created by Independent Contractor and approved by Company shall not be altered or modified in any manner without Company's prior written consent. Independent Contractor hereby assigns and agrees to assign to Company the worldwide copyright in any
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Materials created by Independent Contractor during the course of this Agreement, and Independent Contractor agrees to execute promptly such other documents, if any, as Company requests to confirm the assignment of the copyright or to register the copyright in the Materials anywhere in the world. Company reserves the right to request from Independent Contractor, at any time, samples of any Material Independent Contractor is using to verify compliance with this paragraph, and Independent Contractor agrees to provide such samples to Company, within fourteen (14) days of Company's request.

11. **Trademark Usage.** All permitted use by Independent Contractor of any Company Marks shall inure to Company's benefit, be subject to Company's control, and may be terminated by Company upon notice at its will and for any reason. Independent Contractor agrees that he or she will not challenge, directly or indirectly, the validity of the Company Marks or Company's ownership thereof. Independent Contractor shall not use the Company Marks on any Internet website and shall not register or use any domain names, meta tags, search engine keywords, hidden texts, or URLs that include any of the Company Marks without Company's prior written approval.
12. **Return Of Property.** On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.
13. **Expense Accounts.** Independent Contractor and the Company agree to maintain separate accounts in regards to all expenses related to performing the Scope of Work. Independent Contractor is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by [an officer] of the company. Independent Contractor agrees to execute and deliver any agreements and documents prepared by Company and to do all other lawful acts required to establish document and protect such rights.
14. **Works for Hire.** Independent Contractor acknowledges that all works of authorship performed for Company are subject to Company's direction and control and that such works constitute a work for hire pursuant to Title 17, United States Code, Sections 101 and 201(b).

All propriety property developed, created, invented, devised, conceived or discovered by Independent Contractor that is subject to copyright or other protections are explicitly considered by Independent Contractor and Company to be "works made for hire" and the property of Company.

Company shall be considered the author of Program under the U.S. Copyright laws. These works for hire shall be the exclusive property of Company.

Consistent with Independent Contractor's recognition of Company's complete ownership rights in the materials, Independent Contractor agrees not to use said proprietary information or any part of it for the benefit of any party other than Company.

15. **Assignment.** Company shall own as its sole and exclusive property, and Independent Contractor agrees to assign, transfer, and convey and or its authorized nominees all of his or her right, title and interest in and to any and all said “ideas” that related generally to Company’s business, including but not limited to any inventions, processes, improvements, ideas, copyrightable works of art, trademarks, copyrights, formulas, manufacturing technology, developments, writings, discoveries, and trade secrets that Independent Contractor may make, conceive, or reduce to practice, whether solely or jointly with others, copyrightable, patentable or unpatentable, from the date of this Agreement or the date of first employment with Company if earlier, until the termination of Independent Contractor’s employment. Independent Contractor is not required to assign any invention where no Company equipment, supplies, facilities or trade secret information was used and that was developed entirely on Independent Contractor’s own time and that does not relate to Company’s business or to Company’s actual demonstrably anticipated research or development or; that does not result from work performed for Company.

Independent Contractor hereby assigns to Company all releases and discharges Company, any affiliate of Company and their respective officers, directors and employees, from and against any and all claims, demands, liabilities, costs, and expenses of Independent Contractor arising out of, or relating to, any Propriety Information.

16. **Execution of Instruments.** During employment by Company, upon request and without compensation other than as herein provided but at no expense to Independent Contractor, Independent Contractor shall execute any documents and take any action Company may deem necessary or appropriate to effectuate the provisions of this Agreement, including without limitation assisting Company in obtaining and/or maintaining patents, copyrights or similar rights to any Proprietary Information assigned to Company.

Independent Contractor further agrees that the obligations and undertakings stated in this paragraph will continue beyond termination of employment for any reason by the Company, but if Independent Contractor is called upon for such assistance after termination of employment, Independent Contractor is entitled to fair and reasonable fee in addition to reimbursement of any expenses incurred at the request of the Company.

17. **Patent Application.** Company agrees to pay all expenses in connection with the preparation and prosecution of patent applications in the United States of America and all foreign countries wherein Company may desire to obtain patents.

Company agrees to pay Independent Contractor a reasonable cash award upon execution by Independent Contractor of application for United States Letters Patent for such invention or improvement and issuance of a patent on said application, together with an assignment thereof to Company.

Excepted from this Agreement are inventions or improvements relating to Company business made by Independent Contractor before commencement of this employment by Company which are:

- i. embodied in the United States Letters Patent or an application for United States Letters Patent filed prior to commencement of this employment; or

- ii. in the possession of a former Company who owns the invention; or
 - iii. set forth in an attachment hereto.
18. **Legal Compliance.** Independent Contractor is required to treat all company employees, customers, clients, business partners and other affiliates with respect and responsibility. Independent Contractor is required to comply with all laws, governing their profession, licensing requirements and other laws or regulations that will allow them to complete the Scope of Work.
19. **Licensing, Workers' Compensation and General Liability Insurance.** Independent Contractor agrees to immediately supply the Company with proof of any licensing status required to perform the Scope of Work pursuant to this Agreement, Workers' Compensation Coverage where required by law and General Liability Insurance, upon request of the Company.
20. **Persons Hired by Independent Contractor.** All persons hired by Independent Contractor to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of Independent Contractor unless specifically indicated otherwise in an agreement signed by all parties. Independent Contractor shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of the Company.
21. **Notices.** Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Independent Contractor agrees to keep Company current as to their business and mailing addresses, as well as telephone, facsimile, e-mail and pager numbers.
22. **Attorneys' Fees.** In the event any litigation, arbitration, mediation or other proceeding ("Proceeding") is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorney's fees relating to or arising out of (a) such proceeding, whether or not such proceeding proceeds to judgment, and (b) any post-judgment or post-award proceeding, including without limitation one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorneys' fees, costs, and expenses. Any such judgment or award shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.
23. **Mediation and Arbitration.** Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding
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arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. The attorneys' fees and costs of arbitration shall be borne by the losing party, unless the Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

24. **Injunctive Relief.** Independent Contractor hereby acknowledges (1) the unique nature of the protections and provisions set forth in this Agreement, (2) that Company will suffer irreparable harm if Independent Contractor breaches any of said protections or provisions, and (3) that monetary damages will be inadequate to compensate Company for such breach. Therefore, if Independent Contractor breaches any of such provisions, then Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.
25. **Indemnification.** Independent Contractor shall defend, indemnify, hold harmless, and insure Company from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Independent Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Independent Contractor. Independent Contractor shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement. Independent Contractor shall name Company as an additional insured on all related insurance policies including workers compensation, and general liability.
26. **Containment Of Entire Agreement.** This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.
27. **Representation.** Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.
28. **Partial Invalidity.** If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
29. **Continuing Effects.** Independent Contractor's obligations regarding trade secrets and confidential information shall continue in effect beyond the period of the relationship as stated above, and said obligation shall be binding upon Independent Contractor's spouse, affiliates, assigns, heirs, executors, administrators, or other legal representative.
30. **Subsidiaries And Parents.** For the purposes of this Agreement, the term "Company" shall also be deemed to include any affiliated organization that owns fifty percent (50%) or more of the voting stock, whether or not Independent Contractor is directly employed by such other organization.

31. **Non-Filing.** Independent Contractor or specifically agrees that Company's rights granted hereunder shall include the right not to file for copyrights or domestic or foreign patents when such is considered by Company in its sole discretion appropriate for the business objectives of Company.
32. **Notice to Independent Contractor.** This Agreement does not apply to any invention for which no equipment, supplies, facility, or trade secret information of Company was used and that was developed entirely on Independent Contractor's own time and:
 - i. That does not relate (1) to Company's business or (2) to the actual or anticipated research or development work of Company; or
 - ii. That does not result from any work performed by Independent Contractor or Company. The burden of proof is on the Independent Contractor with respect to the exceptions of this Paragraph.
33. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.
34. **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
35. **Modifications.** This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.
36. **Prior Understandings.** This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, agreements, representations and warranties. If any, with respect to such subject matter, which precede or accompany the execution of this Agreement.
37. **Waiver.** Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
38. **Drafting Ambiguities.** Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

39. **Jurisdiction and Venue.** This Agreement is to be construed pursuant to Laws of the State of _____. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of _____, County of _____.

40. **Receipt of Copy.** Independent Contractor hereby acknowledges that he/she/it has received a signed copy of this Agreement.

BY: _____
Title

BY: _____
Title

Company

Company

Date

Date