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[Date]

**Contractor Agreement**

This Contractor Agreement ("Agreement") is made and entered into as of [Effective Date] between [Company Name], a [State/Province] corporation with its principal place of business at [Company Address] (referred to as "Company"), and [Contractor Name], an independent individual/firm located at [Contractor Address] (referred to as "Contractor").

**1. Scope of Work:**

1.1. The Contractor agrees to provide the following services or deliver the specified products ("Services") as outlined in Exhibit A attached, which forms an integral part of this Agreement.

1.2. The Services shall include, but are not limited to, the following:

a. [List the specific tasks or deliverables that the Contractor will be responsible for. Provide detailed descriptions to clearly define the scope of work. For example:
- Conduct market research to analyze customer preferences and competitors in the industry.
- Develop a comprehensive marketing strategy and present it to the Company for approval.
- Execute approved marketing campaigns on various platforms, including social media, email marketing, and print media.
- Monitor and analyze the performance of marketing campaigns, providing regular reports to the Company.]

b. [Include any milestones, deadlines, or project phases if applicable. For example:
- Milestone 1: Market Research and Strategy Development - to be completed by [Date].
- Milestone 2: Execution of Marketing Campaigns - to be completed within [number] days of approval.]

c. [Specify any performance standards or quality requirements that the Contractor must meet. For example:
- All marketing materials must align with the Company's brand guidelines.
- Campaign performance will be evaluated based on key performance indicators (KPIs) such as click-through rates, conversion rates, and ROI.]

1.3. The Contractor shall perform the Services in a professional and timely manner, in accordance with industry standards and any specific requirements outlined in Exhibit A.

**2. Term and Termination:**

2.1. This Agreement shall commence on [Start Date] and shall continue until the completion of the Services, unless terminated earlier as provided herein.

2.2. Either party may terminate this Agreement for convenience by providing [number] days' written notice to the other party.

2.3. Either party may terminate this Agreement with immediate effect if the other party materially breaches any provision of this Agreement, and such breach is not cured within [number] days of receiving written notice specifying the breach.

**3. Payment and Compensation:**

3.1. In consideration of the Services provided by the Contractor, the Company agrees to pay the Contractor the fees and expenses as specified in Exhibit B attached hereto.

3.2. The payment terms shall be as follows:

a. The total compensation for the Services shall be [specify amount or rate, e.g., $X per hour or a fixed amount of $X].
b. The Contractor shall submit detailed and itemized invoices on a [specify billing frequency, e.g., monthly] basis for the Services rendered and expenses incurred.
c. The Company shall make payments to the Contractor within [number] days of receiving a valid invoice.

3.3. The Contractor shall be reimbursed for reasonable and pre-approved expenses incurred in the course of providing the Services. Reimbursable expenses may include [list examples, such as travel expenses, materials, and other direct costs].

**4. Independent Contractor Relationship:**

4.1. The Contractor acknowledges and agrees that they are an independent contractor and not an employee, agent, or partner of the Company.

4.2. The Contractor shall have the sole right to control and direct the manner and means by which the Services

are performed, subject to the requirements of this Agreement.

4.3. The Contractor shall be solely responsible for providing and maintaining any necessary equipment, tools, and materials to perform the Services.

**5. Confidentiality:**

5.1. The Contractor agrees to maintain the confidentiality of any proprietary or confidential information of the Company to which they may have access during the course of providing the Services.

5.2. The Contractor shall not disclose, use, or reproduce any confidential information of the Company without prior written consent, except as required to perform the Services or as required by law.

**6. Intellectual Property:**

6.1. Any intellectual property rights, including copyrights, trademarks, or patents, arising from the Services provided by the Contractor shall belong to the Company, unless otherwise agreed upon in writing.

6.2. The Contractor agrees to assign all rights, title, and interest in any work product or intellectual property created during the course of providing the Services to the Company.

**7. Insurance:**

The Contractor shall maintain adequate insurance coverage, including but not limited to general liability insurance, professional liability insurance, and worker's compensation insurance, as required by applicable laws or as specified by the Company.

**8. Indemnification:**

The Contractor agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from any claims, damages, liabilities, or expenses arising from or related to the Contractor's provision of the Services, except to the extent caused by the Company's negligence or misconduct.

**9. Non-Solicitation:**

During the term of this Agreement and for a period of [number] months following its termination, the Contractor shall not directly or indirectly solicit or attempt to solicit any Company employees or clients for their benefit or for the benefit of any third party.

**10. Governing Law and Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of [State/Province], without regard to its conflict of laws principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in [City/Region], [State/Province].

**11. Entire Agreement:**

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written.

**Exhibit A: Scope of Work**

This exhibit provides a comprehensive description of the Services to be provided by the Contractor under the terms of the Contractor Agreement dated [Date of Agreement]. It outlines the specific tasks, deliverables, milestones, deadlines, and performance standards that the Contractor is responsible for. It helps both parties have a clear understanding of the project's scope and expectations.

**1. Services Description:**

1.1. [Description of Service 1]

* [Detailed description of tasks and deliverables for Service 1]
* [List any specific requirements or specifications for Service 1]

1.2. [Description of Service 2]

* [Detailed description of tasks and deliverables for Service 2]
* [List any specific requirements or specifications for Service 2]

[Add additional sections for each specific service or task that the Contractor will be responsible for.]

**2. Performance Standards:**

2.1. [List any performance standards or quality requirements that the Contractor must meet for each service or task.]

2.2. [Specify any key performance indicators (KPIs) that will be used to measure the Contractor's performance.]

**3. Project Timeline:**

3.1. [Provide a detailed timeline for the project, including start and end dates, as well as any important milestones or deadlines.]

3.2. [List any interim deliverables and their due dates, if applicable.]

**4. Communication and Reporting:**

4.1. [Specify how communication and reporting will be conducted between the Company and Contractor. Include frequency of progress updates, status meetings, and reports.]

4.2. [Outline the point of contact from the Company's side for the Contractor to direct any questions or concerns.]

**5. Materials and Resources:**

5.1. [Specify any materials, resources, or information that the Company will provide to the Contractor to facilitate the completion of the Services.]

5.2. [List any access or permissions the Contractor requires from the Company to perform the Services effectively.]

**6. Acceptance Criteria:**

6.1. [Specify the criteria for the Company's acceptance of completed deliverables or milestones. Outline the process for review and approval.]

**7. Intellectual Property:**

7.1. [Clarify the ownership of intellectual property resulting from the Contractor's work. Specify if the Company will own all rights to the deliverables or if certain rights will be licensed to the Company.]

**8. Changes and Amendments:**

8.1. [Detail the process for requesting and approving changes to the scope of work. Include any change request forms or procedures.]

**9. Confidentiality:**

9.1. [Reiterate the confidentiality obligations of the Contractor with regard to any proprietary or confidential information obtained during the project.]

**10. Non-Compete:**

10.1. [Include any non-compete clauses or restrictions, if applicable.]

**11. Governing Law and Jurisdiction:**

11.1. [Specify the governing law and jurisdiction that will apply to any disputes related to the scope of work.]

[Add any additional sections or specific details relevant to the scope of work for this Agreement.]

**Exhibit B: Payment and Compensation**

This exhibit details the payment terms and compensation for the Services provided by the Contractor to the Company under the terms of the Contractor Agreement dated [Date of Agreement]. It specifies the total compensation amount or the hourly/flat rate for the Services. It also includes the payment schedule, such as whether payment is made upon completion of milestones, monthly, or upon project completion. Additionally, any additional expenses that the Contractor may be entitled to, such as travel expenses, materials, or other reimbursable costs, are clarified in this exhibit.

**1. Total Compensation:**

1.1. The total compensation for the Services provided

by the Contractor under this Agreement shall be [specify amount or rate, e.g., $X per hour or a fixed amount of $X].

1.2. The total compensation includes all applicable taxes and fees, and the Contractor shall be solely responsible for remitting any taxes related to their compensation.

**2. Payment Schedule:**

2.1. [Specify the payment schedule for the Services. For example, payment upon completion of milestones, monthly, or upon project completion.]

2.2. [Detail any invoicing requirements and the format the Contractor should use for submitting invoices.]

2.3. [Specify the acceptable methods of payment, such as electronic funds transfer or check.]

**3. Reimbursable Expenses:**

3.1. The Company shall reimburse the Contractor for the following pre-approved expenses incurred in connection with the provision of the Services:

a) [Specify the types of expenses eligible for reimbursement, such as travel expenses, accommodation, or materials.]

b) [Outline the process for submitting reimbursement requests, including providing valid receipts or supporting documentation.]

**4. Late Payment:**

4.1. In the event that the Company fails to make payment within the specified timeframe, the Contractor reserves the right to charge a late payment fee of [specify amount or percentage] for each [specify time period] that payment is delayed.

**5. Currency:**

5.1. All amounts payable under this Agreement shall be in [specify currency].

**6. Taxes and Withholdings:**

6.1. The Contractor shall be responsible for all taxes and withholdings applicable to the compensation received under this Agreement. The Company will not withhold any taxes on behalf of the Contractor.

**7. Performance Bonus or Incentives:**

7.1. [Specify any performance bonuses or incentives that the Contractor may be eligible for based on meeting specific targets or achieving outstanding results.]

**8. Escrow Account or Holdback**:

8.1. [If applicable, specify any amount that may be held in an escrow account or held back as security until the successful completion of the project or fulfillment of certain conditions.]

**9. Intellectual Property Royalties:**

9.1. [If applicable, specify any royalties or additional compensation the Contractor may be entitled to based on the commercial use or licensing of intellectual property created during the project.]

**10. Currency Conversion:**

10.1. [If payments are to be made in a currency other than the Contractor's local currency, specify the conversion rate and any fees or charges related to currency conversion.]

**11. Payment Disputes:**

11.1. [Outline the process for resolving any disputes related to payment or compensation.]

**12. Records and Documentation:**

12.1. [Specify the record-keeping requirements related to payment and compensation, including the retention period for invoices and receipts.]

[Add any additional sections or specific details relevant to payment and compensation for this Agreement.]

**Exhibit C: Confidentiality Agreement**

This exhibit is a separate confidentiality agreement that the Contractor agrees to sign. It governs the protection and non-disclosure of confidential information exchanged between the parties during the term of the Agreement. It outlines the obligations and responsibilities of the Contractor regarding the confidentiality of the Company's proprietary or confidential information.

**1. Definition of Confidential Information:**

1.1. [Specify the types of information that will be considered confidential, such as trade secrets, proprietary data, customer lists, financial information, etc.]

1.2. [Include any exclusions, such as information already in the public domain or independently developed by the Contractor.]

**2. Obligations of the Contractor:**

2.1. The Contractor agrees to hold all Confidential Information in strict confidence and to use it solely for the purpose of fulfilling their obligations under the Contractor Agreement.

2.2. The Contractor shall not disclose or make Confidential

Information available to any third party without the prior written consent of the Company.

2.3. The Contractor shall take all reasonable measures to prevent unauthorized access, use, or disclosure of Confidential Information.

**3. Non-Disclosure Period:**

3.1. The obligations of confidentiality shall continue for [specify period, e.g., three years] from the termination of the Contractor Agreement.

**4. Return or Destruction of Confidential Information:**

4.1. Upon the Company's request or termination of the Agreement, the Contractor shall promptly return or, at the Company's option, destroy all Confidential Information and any copies thereof.

4.2. The Contractor shall provide written confirmation of the return or destruction of Confidential Information upon request.

**5. Third-Party Disclosures:**

5.1. If the Contractor is required by law or court order to disclose any Confidential Information, the Contractor shall promptly notify the Company to allow the Company to seek appropriate protective orders or take other necessary actions.

**6. Remedies for Breach:**

6.1. The parties acknowledge that a breach of this confidentiality agreement may cause irreparable harm to the Company. In addition to any other remedies available at law or in equity, the Company shall be entitled to seek injunctive relief to enforce the provisions of this exhibit.

**7. Governing Law and Jurisdiction:**

7.1. Any disputes arising from or related to this confidentiality agreement shall be governed by the same governing law and jurisdiction specified in the Contractor Agreement.

8. Entire Agreement:

8.1. This exhibit constitutes the entire agreement between the parties concerning the confidentiality of the information exchanged under the Contractor Agreement and supersedes any prior oral or written agreements or understandings.

**Exhibit D: Independent Contractor Declaration**

This declaration form is to be completed and signed by the Contractor to confirm their status as an independent contractor and reaffirm their understanding that they are not an employee of the Company. The Contractor acknowledges that they are responsible for their own taxes, contributions, and compliance with relevant laws and regulations. By signing this declaration, the Contractor acknowledges and agrees to the terms of their engagement as an independent contractor.

**1. Independent Contractor Status:**

1.1. The Contractor declares that they are an independent contractor and not an employee, agent, or representative of the Company.

1.2. The Contractor acknowledges that they have control over the manner and means by which they perform the Services under the Contractor Agreement.

1.3. The Contractor is solely responsible for their own work schedule, tools, equipment, and expenses related to the provision of the Services.

1.4. The Contractor agrees to comply with all applicable laws and regulations related to independent contracting, including tax obligations and any required contributions.

**2. Taxes and Contributions:**

2.1. The Contractor acknowledges that they are responsible for paying all applicable taxes on the compensation received under the Contractor Agreement.

2.2. The Contractor shall be solely responsible for their own social security, unemployment, and any other required contributions or benefits.

2.3. The Company will not withhold any taxes or make any contributions on behalf of the Contractor.

**3. Insurance:**

3.1. The Contractor agrees to maintain adequate insurance coverage, including general liability insurance, professional liability insurance, and worker's compensation insurance, as required by applicable laws or as specified by the Company.

**4. Indemnification:**

4.1. The Contractor agrees to indemnify and hold the Company harmless from any claims, liabilities, damages, or expenses arising from the Contractor's provision of the Services or their status as an independent contractor.

**5. Non-Exclusivity:**

5.1. The Contractor acknowledges that they are free to provide services to other clients or entities during the term of the Contractor Agreement.

**6. No Benefits:**

6.1. The Contractor understands and agrees that they are not entitled to any benefits, including but not limited to health insurance, retirement benefits, or paid time off, typically provided to employees of the Company.

**7. Termination:**

7.1. Either party may terminate the Contractor Agreement as per the termination provisions stated in the Agreement.

**Exhibit E: Insurance Certification**

This exhibit requires the Contractor to provide a valid certificate of insurance to demonstrate that they have obtained and maintain the necessary insurance coverage, such as general liability insurance, professional liability insurance, and worker's compensation insurance, as required by applicable laws or as specified by the Company. The certificate should name the Company as an additional insured party.

**1. Insurance Coverage:**

1.1. The Contractor shall maintain the following insurance coverage throughout the term of the Contractor Agreement:

a) General Liability Insurance: [Specify coverage limits and any additional requirements.]

b) Professional Liability Insurance (Errors and Omissions): [Specify coverage limits and any additional requirements.]

c) Worker's Compensation Insurance: [Specify coverage as required by law.]

d) [Add any other specific insurance requirements as per the nature of the Services.]

**2. Certificate of Insurance:**

2.1. The Contractor shall provide the Company with a valid Certificate of Insurance issued by a reputable insurance provider. The certificate should include, but not be limited to, the following information:

a) Name and address of the Contractor.

b) Name and address of

the insurance provider.

c) Policy numbers and effective dates of the insurance policies.

d) Coverage limits and types of insurance coverage.

e) The Company's name and address listed as an additional insured party.

**3. Renewal and Updates:**

3.1. The Contractor shall ensure that the insurance coverage remains valid and up to date throughout the term of the Contractor Agreement.

3.2. The Contractor shall promptly provide the Company with updated certificates upon renewal or modification of the insurance policies.

**4. Notice of Changes:**

4.1. The Contractor shall notify the Company in writing at least [specify time period] in advance of any changes, cancellation, or non-renewal of the insurance policies.

**5. Proof of Coverage:**

5.1. Upon request, the Contractor shall provide additional documentation or proof of insurance coverage as required by the Company.

**Exhibit F: Change Order Request Form**

This exhibit is a change order request form to be used when there are changes or modifications to the scope of work or compensation outlined in the Contractor Agreement. If either party wishes to make changes to the agreed-upon Services or the compensation structure, they must complete and sign the Change Order Request Form. Both parties need to approve the change order before it becomes effective, ensuring transparency and documentation of any modifications to the original agreement.

**1. Requestor Information:**

1.1. Name of Requestor (Contractor or Company Representative): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.2. Date of Request: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Reason for Change:**

2.1. Description of the proposed change or modification: [Provide a detailed description of the change, including the reason for the change and its impact on the project.]

2.2. Proposed Timeline for Implementation: [Specify the proposed start and end dates of the change, if applicable.]

**3. Change Details:**

3.1. Scope of Work: [Specify the affected sections or tasks in the original Scope of Work that require modification.]

3.2. Deliverables: [If applicable, detail any changes to the deliverables or additional deliverables resulting from the change.]

3.3. Compensation: [Specify any changes to the compensation or billing structure resulting from the change.]

3.4. Timeline: [If applicable, include any adjustments to milestones or project deadlines due to the change.]

**4. Impact Assessment:**

4.1. The Contractor shall provide an assessment of how the proposed change may affect the overall project timeline, budget, and resources.

4.2. The Company shall review the impact assessment and evaluate the feasibility of the change.

**5. Approval:**

5.1. The Contractor and the Company shall both approve and sign the Change Order Request Form to confirm their agreement to the proposed changes.

**6. Additional Terms:**

6.1. [Include any additional terms or conditions related to the change, if applicable.]

**Exhibit G: Termination Notice**

This exhibit is a Termination Notice form outlining the process for terminating the Contractor Agreement. In the event that either party wishes to terminate the Agreement, they must provide written notice to the other party. The Termination Notice form specifies the required information and allows both parties to acknowledge the termination of the Agreement.

**1. Termination Date:**

1.1. The date on which the termination shall be effective: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Notice Period:**

2.1. The notice period for termination shall be [specify the number of days, e.g., 30 days] from the date of the Termination Notice.

**3. Termination Reason:**

3.1. Reason for termination: [Provide a brief explanation of the reason for terminating the Agreement.]

**4. Transition Plan:**

4.1. Both parties shall cooperate in good faith to develop and execute a transition plan to ensure a smooth transfer of ongoing work, materials, and information.

**5. Final Deliverables:**

5.1. The Contractor shall submit any outstanding deliverables to the Company before the termination date, as specified in the original Agreement.

**6. Compensation:**

6.1. The Company shall compensate the Contractor for all Services satisfactorily completed up to the termination date and accepted by the Company.

6.2. Any outstanding payments owed to the Contractor shall be processed within [specify time period] from the termination date.

**7. Return of Company Property:**

7.1. The Contractor shall return any Company property, documents, or confidential information in their possession or control upon termination.

**8. Release of Liability:**

8.1. Both parties shall release each other from any further liability or obligation arising from the termination, except as expressly provided in the Agreement or as required by law.

**Exhibit H: Governing Law and Jurisdiction**

This exhibit is a copy of the governing law and jurisdiction clause stated in the main body of the Agreement. It specifies the laws and jurisdiction that will govern any disputes or legal matters arising from the Agreement. Having this exhibit attached ensures that both parties have a reference to the agreed-upon governing law and jurisdiction.

**1. Governing Law:**

1.1. The laws of [specify the applicable jurisdiction, e.g., the state or country where the Company is registered] shall govern the interpretation, validity, and enforcement of this Agreement.

**2. Jurisdiction:**

2.1. The parties agree that any legal action or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of [specify the jurisdiction, e.g., the state or country where the Company is registered]. The parties consent to the personal jurisdiction of these courts.

**3. Waiver of Forum Non Conveniens:**

3.1. The parties waive any objection to the venue of any such action or proceeding to the specified courts and agree not to assert any defense based on forum non conveniens or other similar grounds.

**4. Service of Process:**

4.1. The parties agree that the service of process in any such action or proceeding shall be made by registered mail, return receipt requested, or by any other method allowed by the applicable laws.

**Exhibit I: Signatures**

This exhibit includes signature lines for both parties to sign and date the Contractor Agreement. By signing this exhibit, both parties confirm their acceptance and agreement to be bound by the terms and conditions of the Contractor Agreement.

By signing below, the Contractor and the Company Representative acknowledge that they have read and understood the entire Contractor Agreement, including all attached exhibits, and agree to be bound by its terms and conditions.

**Company:**

[Company Name]

[Company Representative's Name]

[Company Representative's Title]

[Company Representative's Signature]

[Date]

**Contractor**

[Contractor Name]
[Contractor Signature]
[Date]