independent contractor agreement

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of April, 2009, by and between Company Name (“Company Name”) and John Doe (“Contractor”).

**WHEREAS**, Contractor is experienced in providing graphic design and development services; and

**WHEREAS**, Company Name has a temporary need for such services; and

**WHEREAS**, Contractor and Company Name desire to enter into an Agreement wherein Contractor will provide such services to Company Name on an hourly basis.

**NOW THEREFORE, WITNESSETH**, that for and in consideration of the mutual promises more particularly set forth herein, and such other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledge, the parties agree as follows:

1. Contractor agrees that he will provide graphic design and development services to Company Name in exchange for the consideration set forth in paragraph 4 below. Contractor shall have no obligation to perform any services for Company Name other than those described in this paragraph 1.

2. Contractor recognizes, agrees, and warrants that any services performed by Contractor for Company Name pursuant to this Agreement shall be in Contractor’s capacity as an independent contractor and not as an employee of Company Name.

3. Contractor shall retain the right to contract for services similar to those described in paragraph 1 above with other businesses and individuals.

4. In consideration of the services Contractor shall provide to Company Name pursuant to paragraph 1 above, Company Name agrees to pay Contractor a fee of forty-five dollars ($45.00) per hour. No other amounts shall be payable by Company Name to Contractor. Contractor shall be responsible for the payment of all other expenses or costs or amounts incurred in Contractor’s performance of this Agreement, including, without limitation, payment of all state, federal, and local taxes applicable to Contractor’s compensation. Contractor specifically recognizes and agrees that (i) Company Name shall not have any obligation to withhold payroll taxes (including, without limitation, income tax, unemployment tax and social security tax); and (ii) Contractor shall be entirely responsible for payment of all such taxes. Contractor agrees to indemnify and hold harmless Company Name of and from all losses, damages, and expenses (including the costs, expenses, and attorneys’ fees) which Company Name may suffer with respect to liability incurred by Company Name concerning the application of such payroll taxes to Contractor.

## 5. Any and all developments, designs, innovations and other work product conceived and/or completed by Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company and Contractor hereby assigns all right, title and interest in the same to the Company. Any and all developments, designs, innovations and other work product conceived and/or completed by Contractor prior to the term of this Agreement and utilized by Contractor in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive and may be assigned without Contractor’s prior written approval by the Company to a wholly-owned subsidiary of the Company.

6. Company Name and Contractor recognize and agree that, as an independent contractor, Contractor shall not be entitled to employee benefits which Company Name presently offers or may offer in the future to Company Name employees.

7. Contractor understands and agrees that (i) Company Name does not guarantee a minimum amount of work; and (ii) Contractor shall not be obligated to work a certain number of hours or any particular hours. Notwithstanding the foregoing, Contractor recognizes that the unique nature of Company Name business may require Contractor to confer with or work with other contractors, employees or agents of Company Name at specified times and places and, on such occasions, Contractor agrees to coordinate Contractor’s activities with Company Name employees and agents.

8. Company Name agrees that it will have no right to direct the details, means or manner by which Contractor accomplishes the results of the services provided hereunder. Notwithstanding the foregoing, Contractor agrees to perform his services in accordance with customary business and graphic design and development standards and in a manner which will accomplish the results required by Company Name.

## 9. Contractor acknowledges that during the engagement Contractor may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by Company Name and/or used by Company Name in connection with the operation of its business including, without limitation, Company Name business and product processes, methods, customer lists, accounts and procedures. Contractor agrees that Contractor will not disclose any of the aforesaid, 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 engagement with Company Name. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks and similar items relating to the business of Company Name, whether prepared by Contractor or otherwise coming into Contractor’s possession, shall remain the exclusive property of Company Name. Contractor shall not retain any copies of the foregoing without the Company’s prior written consent, which consent may be withheld for any reason. Upon the expiration or earlier termination of this Agreement, or whenever requested by Company Name, Contractor shall immediately deliver to Company Name all such files, records, documents, specifications, information, and other items in Contractor’s possession or under Contractor’s control. Contractor further agrees that Contractor will not disclose Contractor’s retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of Company Name and shall at all times preserve the confidential nature of Contractor’s relationship to Company Name and of the services hereunder.

10. Contractor agrees to meet all applicable deadlines with respect to services provided under this Agreement.

11. This Agreement may be terminated by either party, upon ten (10) days written notice to the other party. Notice shall be deemed given upon the earlier of its receipt or three days following its transmission to the other party.

12. The failure of either party to enforce any right under this Agreement shall not be construed to be a waiver of that right, or of damages caused thereby, or of any other rights under this Agreement.

13. Neither this Agreement nor any interest created herein may be assigned by Contractor to any other party.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, excepting such state’s choice of law rules.

15. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

16. This Agreement is the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the matters herein.

17. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same document, with one counterpart being delivered to each party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

Company Name, LLC

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Full Name, Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

John Doe, Independent Contractor