

INDEPENDENT CONTRACTOR AGREEMENT

Location: _____ Date: _____

PARTIES:

This Independent Contractor Agreement (the “Agreement”) is made by and between:

Contractor Name: _____

Address: _____

Phone / Email: _____

and

Client Name: _____

Address: _____

Phone / Email: _____

RECITALS:

WHEREAS, Contractor is engaged in the business of providing certain services as detailed herein; and WHEREAS, Client desires to retain Contractor to provide such services pursuant to the terms and conditions of this Agreement; NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. ENGAGEMENT OF SERVICES

Client hereby engages Contractor, and Contractor accepts such engagement, to perform the services described in Exhibit A attached hereto (the “Services”). Contractor shall determine the method, details, and means of performing the Services.

2. TERM

This Agreement shall commence on the date of execution and shall continue until terminated by either party in accordance with Section 9.

3. PAYMENT

Client agrees to pay Contractor the fees set forth in Exhibit B attached hereto. Payment shall be made within thirty (30) days of receipt of a properly submitted invoice by Contractor. Any late payments shall bear interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor is engaged as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between the parties. Contractor shall have no authority to bind Client in any manner.

5. CONFIDENTIALITY

Contractor agrees to maintain the confidentiality of all proprietary or confidential information received from Client during the term of this Agreement and thereafter. Confidential information does not include information that is publicly known or rightfully received by Contractor without obligation of confidentiality.

6. INTELLECTUAL PROPERTY

All work product developed by Contractor pursuant to this Agreement shall be the sole and exclusive property of Client. Contractor hereby assigns to Client all rights, title, and interest in and to such work product, including intellectual property rights.

7. WARRANTIES AND REPRESENTATIONS

Contractor represents and warrants that it has the full right and authority to enter into this Agreement and perform its obligations hereunder; that the Services will be performed in a professional and workmanlike manner consistent with industry standards; and that Contractor is in compliance with all applicable laws.

8. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless Client and its officers, directors, agents, and employees from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to Contractor's performance of the Services or breach of this Agreement.

9. TERMINATION

Either party may terminate this Agreement at any time upon fifteen (15) days' written notice to the other party. Upon termination, Client shall pay Contractor for Services rendered through the termination date. Sections 4, 5, 6, 8, 10, and 11 shall survive termination.

10. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, provincial, and municipal laws, statutes, regulations, and ordinances in performing the Services under this Agreement.

11. INSURANCE

Contractor shall maintain at its own expense all necessary insurance coverage, including but not limited to liability insurance, to cover Contractor's activities under this Agreement and shall provide proof of such insurance upon Client's request.

12. NON-SOLICITATION

During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall solicit the other party's employees, contractors, or clients without prior written consent.

13. DISPUTE RESOLUTION

Any dispute arising out of or related to this Agreement shall be resolved first by good faith negotiations. If unresolved, the parties agree to mediate before pursuing any other remedy. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

14. ENTIRE AGREEMENT

This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

15. AMENDMENTS

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

16. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. NOTICES

All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, by nationally recognized overnight courier, by certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt.

18. ASSIGNMENT

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

19. WAIVER

No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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