

# INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

Parties: \_\_\_\_\_

## Consultant Information:

Full Name or Business Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Client Information:

Full Name or Business Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Agreement Details:

Scope of Work: \_\_\_\_\_

Term of Agreement: \_\_\_\_\_ months

Compensation: \_\_\_\_\_ USD

Payment Schedule: \_\_\_\_\_

### 1. Engagement

Client hereby engages Consultant, and Consultant accepts such engagement, to perform the services described in this Agreement in accordance with the terms and conditions herein.

### 2. Independent Contractor Relationship

Consultant shall perform all services as an independent contractor and not as an employee or agent of Client. Consultant shall have no authority to bind Client or incur obligations on Client's behalf except as expressly authorized in writing.

### 3. Scope of Services

Consultant agrees to perform the services described in the Scope of Work section above and any additional services mutually agreed in writing by both parties.

### 4. Compensation

Client shall pay Consultant as described in the Compensation and Payment Schedule sections above. Consultant shall be responsible for all federal, state, and local taxes arising from compensation paid under this Agreement.

### 5. Term and Termination

This Agreement shall commence upon execution and continue for the Term specified unless terminated earlier by either party upon thirty (30) days' written notice. Upon termination, Consultant shall be paid for all services rendered to the date of termination.

### 6. Confidentiality

Consultant agrees to maintain the confidentiality of all confidential or proprietary information disclosed by Client during the term of this Agreement and not to disclose such information to any third party without Client's prior written consent.

## **7. Ownership of Work Product**

All work product developed by Consultant under this Agreement shall be the sole and exclusive property of Client. Consultant hereby assigns any rights to such work product to Client.

## **8. Representations and Warranties**

Consultant represents and warrants that Consultant has the right and authority to enter into this Agreement, that the services will be performed in a professional and workmanlike manner, and that the services will not infringe on any third party's rights.

## **9. Indemnification**

Consultant shall indemnify and hold harmless Client from and against any claims, liabilities, damages, or expenses arising out of Consultant's performance of this Agreement or breach of any representations or warranties.

## **10. Insurance**

Consultant agrees to maintain at Consultant's expense all necessary insurance coverage, including general liability and professional liability insurance, as applicable to the services provided.

## **11. Compliance with Laws**

Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes in performing the services under this Agreement.

## **12. Non-Solicitation**

During the term of this Agreement and for a period of twelve (12) months thereafter, Consultant agrees not to solicit or hire any employee or independent contractor of Client without Client's prior written consent.

## **13. Non-Assignment**

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

## **14. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

## **15. Entire Agreement**

This Agreement constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations, oral or written.

## **16. Amendments**

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

## **17. Severability**

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

## **18. Waiver**

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

**19. Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail postage prepaid, or by nationally recognized overnight courier to the addresses set forth above or as otherwise designated by written notice.

**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.

**CONSULTANT'S SIGNATURE**

**CLIENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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