

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made and entered into by and between, John Doe ("Contractor") and Jane Smith ("Client").

1. **Engagement of Services.** Contractor will provide Client with the following services:

[Insert description of services]

2. **Compensation.**

_____ Client shall pay Contractor \$ _____ per hour due on or before the first Friday following the end of any week in which Contractor performs services for Company.

OR

_____ Client shall pay Contractor a flat fee of \$ _____ as total compensation for the project described below. Payment shall be made as follows:

- a. \$ _____ due before work will begin, and
- b. \$ _____ due upon receipt of final deliverable.

3. **Independent Contractor Relationship.** Contractor's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Contractor will not be entitled under this Agreement to any of the benefits that Client may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. No part of Contractor's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Contractor by filing a Form 1099-MISC with the Internal Revenue Service as required by law. Contractor may perform the services required by this Agreement at any place or location and at such times as Contractor shall determine. Contractor agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.

4. **Ownership of Property.** Contractor acknowledges and agrees that all documents produced by Contractor, including but not limited to memoranda, research notes, correspondence, emails, pleadings, and reports in the course of his work for Client, shall be the property of Client, and Contractor shall retain no ownership, interest, or rights therein.

5. **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Indiana. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Indiana, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Indiana,

such personal jurisdiction shall be nonexclusive.

6. **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

7. **Injunctive Relief for Breach.** Contractor agrees that his obligations under this Agreement are of a unique character that gives them particular value; Contractor's breach of any of such obligations will result in irreparable and continuing damage to Client, for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

Agreed to this ____ day of February, 2008.

Contractor

Client

John Doe

Jane Smith