

Independent Contractor Agreement

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This is a general-purpose independent contractor agreement template. Fill in the bracketed fields with your specific information. Delete any optional sections that do not apply to your engagement.

Independent Contractor Agreement

Effective Date: _____

This Independent Contractor Agreement ("Agreement") is entered into as of the Effective Date by and between:

Client (Hiring Party):

Name (full legal name of client / business): _____

Business Entity Type (Individual / LLC / Corporation / Partnership): _____

Address (street, city, state, ZIP): _____

Contact Email: _____

Contact Phone: _____

Contractor:

Name (full legal name of contractor): _____

Business Entity Type, if applicable (Individual / Sole Proprietor / LLC): _____

Address (street, city, state, ZIP): _____

Contact Email: _____

Contact Phone: _____

(Collectively referred to as the "Parties" and individually as a "Party.")

1. Scope of Work

The Client engages the Contractor to perform the following services ("Services"). Describe the Services in detail — be as specific as possible. Examples:

- "Design and develop a 5-page responsive WordPress website including homepage, about page, services page, blog page, and contact page."
- "Provide monthly bookkeeping services including bank reconciliation, accounts payable/receivable, and quarterly financial reporting."

- "Write 10 SEO-optimized blog articles of 1,500+ words each on topics provided by the Client."

Description of Services: _____

Deliverables:

Deliverable 1 (e.g., Figma design mockups for all 5 pages): _____

Deliverable 2 (e.g., Final HTML/CSS/WordPress files uploaded to Client's hosting): _____

Deliverable 3 (e.g., 30-minute training session on WordPress admin): _____

Project Timeline:

Start Date: _____

Completion Date: _____

Milestone 1 and date (if applicable): _____

Milestone 2 and date (if applicable): _____

2. Compensation & Payment Terms

Option A: Fixed Project Fee

Total Fee (\$): _____

[%] upon signing this Agreement (\$ amount): _____

[%] upon [milestone] (\$ amount): _____

[%] upon final delivery and acceptance (\$ amount): _____

Option B: Hourly Rate

Rate (\$ per hour): _____

Estimated Total Hours (not to exceed ____ hours without written approval): _____

Invoicing Frequency (Weekly / Bi-weekly / Monthly): _____

Option C: Monthly Retainer

Monthly Fee (\$), including up to ____ hours per month: _____

Additional hours billed at (\$ per hour): _____

Payment Terms:

Payment Due (Net 15 / Net 30 / Upon Receipt) from invoice date: _____

Payment Method (Bank Transfer / PayPal / Check / Venmo / Zelle): _____

Late Payment Fee (e.g., 1.5% per month on any balance overdue by more than 15 days): _____

Expenses:

The Contractor [shall / shall not] be reimbursed for pre-approved expenses. All expenses exceeding \$[AMOUNT] require prior written approval from the Client. Receipts must be submitted with the corresponding invoice.

3. Independent Contractor Status

The Parties expressly agree that the Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of the Client. The Contractor shall:

- (a) Have full control over the methods, techniques, and procedures used to perform the Services, subject only to the requirement of meeting the agreed deliverables and deadlines;
- (b) Provide their own tools, equipment, and workspace necessary to perform the Services;
- (c) Be free to accept other engagements and work for other clients during the term of this Agreement;
- (d) Be solely responsible for all federal, state, and local taxes, including self-employment tax, income tax, Social Security, and Medicare contributions;
- (e) Not be entitled to any employee benefits, including but not limited to health insurance, retirement plans, paid time off, or workers' compensation;
- (f) Receive an IRS Form 1099-NEC (if payments total \$2,000 or more for payments made in 2026, indexed for inflation afterward) instead of a W-2. The Contractor will complete IRS Form W-9 before the first payment.

4. Intellectual Property

Option A: Work for Hire (Recommended)

All work product, deliverables, inventions, designs, code, content, and materials created by the Contractor in connection with this Agreement ("Work Product") shall be considered "work made for hire" under the U.S. Copyright Act. To the extent that any Work Product is not deemed a work made for hire, the Contractor hereby irrevocably assigns to the Client all right, title, and interest in and to such Work Product, including all intellectual property rights. This assignment is effective upon full payment. The Contractor retains ownership of pre-existing tools and materials and grants the Client a perpetual license to use them as embedded in the deliverables.

Option B: Licensed Use

The Contractor retains ownership of all Work Product and hereby grants the Client a [non-exclusive / exclusive], [perpetual / time-limited], [worldwide / U.S. only], royalty-free license to use, modify, reproduce, and display the Work Product for [DESCRIBE PERMITTED

USES].

5. Confidentiality

During and after the term of this Agreement, the Contractor agrees to:

- (a) Hold in strict confidence all non-public information disclosed by the Client, including but not limited to business plans, customer lists, financial data, trade secrets, and proprietary processes ("Confidential Information");
- (b) Not disclose Confidential Information to any third party without the Client's prior written consent;
- (c) Use Confidential Information solely for the purpose of performing the Services under this Agreement;
- (d) Return or destroy all materials containing Confidential Information upon termination of this Agreement.

This obligation survives the termination of this Agreement for a period of [2 / 3 / 5] years. For enhanced protection, the Parties may execute a separate Non-Disclosure Agreement in addition to this clause.

6. Non-Compete & Non-Solicitation (Optional)

[] Include this section [] Delete this section

(Note: Non-compete clauses for independent contractors are unenforceable in some states, including California. Consult a licensed attorney before including this clause.)

During the term of this Agreement and for a period of [NUMBER] months after termination, the Contractor agrees not to:

- (a) Provide substantially similar services to the following direct competitors of the Client: [LIST SPECIFIC COMPETITORS OR DESCRIBE THE COMPETITIVE CATEGORY];
- (b) Directly solicit or attempt to solicit any client, customer, or vendor of the Client for the purpose of providing competing services;
- (c) Recruit, hire, or solicit any employee or contractor of the Client.

7. Termination

- (a) Termination for Convenience: Either Party may terminate this Agreement by providing [14 / 30] days' written notice to the other Party.
- (b) Termination for Cause: Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches any provision and fails to cure such breach within [10 / 15] days of receiving written notice of the breach.

(c) Effect of Termination:

- The Contractor shall deliver all completed and in-progress Work Product to the Client;
- The Client shall pay the Contractor for all Services satisfactorily performed through the date of termination;

- Sections 4 (Intellectual Property), 5 (Confidentiality), 6 (Non-Compete, if applicable), and 8 (Indemnification) shall survive termination.

8. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party from and against any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from:

- (a) The indemnifying Party's breach of this Agreement;
- (b) The indemnifying Party's negligence or willful misconduct;
- (c) Any third-party claim related to the indemnifying Party's performance (or failure to perform) under this Agreement.

9. Limitation of Liability

Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, regardless of the theory of liability. The total liability of either Party under this Agreement shall not exceed the total amount paid or payable under this Agreement.

10. Insurance

The Contractor [shall / shall not] maintain the following insurance during the term of this Agreement:

- General Liability Insurance: minimum \$[AMOUNT] per occurrence
- Professional Liability (E&O) Insurance: minimum \$[AMOUNT] per occurrence
- Workers' Compensation Insurance (if Contractor has employees): as required by applicable state law

11. Dispute Resolution

Any dispute arising under this Agreement shall be resolved as follows:

Option A: Mediation, then Arbitration

The Parties shall first attempt to resolve the dispute through good-faith mediation. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, conducted in [CITY, STATE].

Option B: Litigation

Any dispute shall be resolved in the state or federal courts located in [COUNTY, STATE], and both Parties consent to the jurisdiction of such courts.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict of law provisions.

13. Miscellaneous

- (a) Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, proposals, and understandings.
- (b) Amendments: No modification shall be valid unless in writing and signed by both Parties.
- (c) Severability: If any provision is found unenforceable, the remaining provisions continue in full force.
- (d) Assignment: Neither Party may assign this Agreement without the other's prior written consent.
- (e) Waiver: Failure to enforce any provision shall not constitute a waiver.
- (f) Notices: All notices shall be sent to the addresses listed above, via email with read receipt or certified mail.
- (g) Counterparts: This Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original.

Signatures

Client (Hiring Party):

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contractor:

Signature: _____

Printed Name: _____

Title / Business Name (if applicable): _____

Date: _____

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INSTRUCTIONS FOR USE

Fill in the bracketed fields with your specific information and choose one option in each numbered section that offers alternatives. Collect the contractor's W-9 before the first payment. Worker classification laws vary significantly by state — particularly in California (AB5), Massachusetts, New Jersey, and Illinois. This template is provided for informational purposes only and does not constitute legal advice; consult a licensed attorney in your jurisdiction for complex or high-value engagements.