

# INDEPENDENT CONTRACTOR AGREEMENT - CALIFORNIA

This Independent Contractor Agreement ("Agreement") is entered into by and between:

## Company (Client):

Name: \_\_\_\_\_

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

## Independent Contractor:

Full Name: \_\_\_\_\_

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

### 1. Engagement and Services

Company hereby engages Contractor, and Contractor accepts such engagement, to perform the services described in Exhibit A attached hereto and incorporated herein by reference ("Services"). Contractor shall perform the Services in a professional, diligent, and timely manner, consistent with industry standards.

### 2. Independent Contractor Status

Contractor shall perform the Services as an independent contractor and not as an employee, agent, joint venturer, or partner of the Company. Contractor shall have no authority to bind or obligate Company in any manner. Contractor shall be solely responsible for all taxes, withholdings, and other statutory obligations.

### 3. Compensation and Expenses

Company shall pay Contractor the fees set forth in Exhibit B attached hereto. Contractor shall submit invoices detailing Services performed. Company shall pay invoiced amounts within thirty (30) days of receipt. Contractor shall be responsible for all expenses incurred unless otherwise agreed in writing.

### 4. Term and Termination

This Agreement shall commence upon execution by both parties and shall continue until terminated by either party with at least fifteen (15) days prior written notice. Company may terminate immediately for cause, including Contractor's material breach or failure to perform.

### 5. Confidentiality

Contractor agrees to hold in confidence and not disclose any confidential or proprietary information received from Company during or after the term of this Agreement, except as required by law or with Company's prior written consent.

### 6. Intellectual Property

All work product, inventions, discoveries, developments, and creations conceived or developed by Contractor arising out of or related to the Services shall be the sole and exclusive property of Company. Contractor hereby assigns all rights, title, and interest in such work product to Company.

### 7. Non-Solicitation

During the term of this Agreement and for twelve (12) months thereafter, Contractor shall not solicit or induce any employee, consultant, or client of Company to terminate or breach their relationship with Company.

### 8. Compliance with Laws

Contractor agrees to comply with all applicable federal, state, and local laws, rules, and regulations in performing the Services, including without limitation, those relating to labor, employment, and business permits.

#### **9. Indemnification**

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

#### **10. Insurance**

Contractor shall maintain, at Contractor's expense, appropriate insurance coverage including general liability and, if applicable, workers' compensation insurance. Upon request, Contractor shall provide certificates of insurance evidencing such coverage.

#### **11. Limitations of Liability**

In no event shall either party be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of this Agreement, regardless of the cause of action.

#### **12. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles. Any disputes shall be resolved exclusively in the state or federal courts located in the County of Los Angeles, California.

#### **13. Entire Agreement**

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

#### **14. Amendments**

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

#### **15. Severability**

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

#### **16. Waiver**

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

#### **17. Assignment**

Contractor may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Company.

#### **18. Notices**

Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified or registered mail, return receipt requested, to the addresses set forth above or to such other address as may be designated by notice.

#### **19. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together

shall constitute one and the same instrument.

**20. Miscellaneous**

Headings are for convenience only and shall not affect the interpretation of this Agreement. The parties acknowledge that they have had the opportunity to consult legal counsel before executing this Agreement.

**COMPANY AUTHORIZED SIGNATURE**

**CONTRACTOR SIGNATURE**

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

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

Name & Title: \_\_\_\_\_

Name: \_\_\_\_\_

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