**INDEPENDENT CONTRACTOR**

**AGREEMENT**

THIS AGREEMENT, made as of this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_, by and between \_\_\_\_\_ (the “Company ”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”) whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_.

**WHEREAS**, Contractor is in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**WHEREAS**, Company is in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WHEREAS**, Company desires to hire Contractor, as an independent contractor, to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Company as mutually agreed to by Company and Contractor.

In consideration of the mutual covenants and undertakings made herein, the Company and the Contractor agree to the terms and provisions of this Agreement, mutually intending and agreeing to be legally bound thereby.

**SCOPE OF WORK AND DUTIES**

1. **Independent Contractor Status**. Contractor expressly acknowledges and agrees that any and all Services rendered by Contractor for, to, or on behalf of Company are done so as an independent contractor. Contractor will not be entitled to any of the benefits which the Company may make available to its employees, including, but not limited to, any group health or life insurance, profit‑sharing or retirement benefits. Company and Contractor further expressly acknowledge and agree that Contractor, together with any employees or agents of Contractor, is not an employee, partner, shareholder, or member of Company. Contractor is not authorized to make any representation, contract or commitment on behalf of Company, without the express written permission of the Company. Company will not withhold any income taxes from any Fees paid to Contractor. Company will report Contractor’s gross fees as required by federal, state and local law on an IRS Form 1099. Company will not regularly observe or supervise Contractor while Services are performed pursuant to this Agreement, and Company will not regularly provide specific directives regarding Services being performed by Contractor.
2. **Scope.** Contractor shall, subject to the terms of this Agreement, perform the services set forth in **Schedule “A”** (“Services”) annexed hereto.

**COMPENSATION**

1. **Compensation:** In consideration of any Services rendered by Contractor, Company shall pay Contractor as set forth in the attached **Schedule “A”**.

**MISCELLANEOUS**

1. **No Partnership.** The parties expressly acknowledge that nothing in this Agreement shall be nor is intended to nor shall be construed as to create a partnership between the parties.
2. **No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of Company and Contractor and is not intended to benefit any third party. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.
3. **Notices.** Any notice of any kind which either party may desire or be required to serve on the other in connection with this Agreement must be in writing and shall be deemed duly given and received when delivered personally, when sent by e-mail, or two business days after being deposited for next-day delivery with FedEx or another internationally-recognized overnight delivery service, all charges prepaid, to recipient of such notice at such recipient’s address.
4. **Severability, Savings Clause.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be enforceable under applicable law. However, if any provision of this Agreement shall be deemed unenforceable under applicable law by a court having jurisdiction, such provision shall be unenforceable only to the extent necessary to make it enforceable without invalidating the remainder thereof or any of the remaining provisions of this Agreement.
5. **Full Integration Clause**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, discussions, negotiations, or understandings, whether oral or written, between the parties relating to the matters addressed herein. The language herein will be interpreted as to its fair meaning and not strictly for or against any party.
6. **Waiver of Breach.** The waiver by either party to this Agreement of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party.
7. **Titles**. The titles or headings of the sections of this Agreement are intended for convenience of reference only and are not intended to change, limit or otherwise affect the meaning or construction of the terms of this Agreement. The term “person” shall include an individual, Company, partnership, association, or other legal entity. The term “Company” shall include any affiliate, parent, or subsidiary of Company.
8. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**DISPUTE RESOLUTION**

1. **Venue and Applicable Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of Virginia (without respect to principles of conflicts of law), and the Parties submit to the jurisdiction of and venue in the Virginia in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.
2. **Arbitration of Disputes**: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by final binding arbitration administered before a single arbitrator by the American Arbitration Association (AAA), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.
3. **Attorney Fees and Costs.** In any action brought under this Agreement, the prevailing party shall be entitled to recover its actual costs and attorney fees and all other litigation costs.

**RESTRICTIVE COVENANTS**

1. **Non-Disparagement**. The Parties (and their agents) agree that under no circumstance whatsoever will they directly or indirectly make any written statements that disparage the other parties to this Agreement, including making any negative references to the character, quality or propriety of the other party’s conduct, personnel, services or business operations. The parties expressly acknowledge that any breach of this provision may cause irreparable harm.
2. **Non-Assignability.** This Agreement is personal to the parties hereto and as such Contractor may not assign his/her rights or delegate his/her obligations hereunder without the prior written consent of the Company, which may be withheld without cause or explanation. Any purported assignment or delegation in violation of this section shall be void. This Agreement shall be binding upon all permitted successors and assigns.
3. **Non-Solicitation.** Contractor shall not, during the term of the Agreement or within 2 years of the termination of this Agreement directly or indirectly, (i) divert or attempt to divert from the Company any business whatsoever; (ii) solicit or attempt to solicit for any business endeavor any employee or prior employee of the Company ; or (iii) interfere with any business relationship between the Company and any other person.
4. **Non-Circumvention.** Neither Company nor the Contractor shall take any action to defeat the intention of this Agreement including but not limited to any action to defeat the expected compensation of either party, nor take any action which might disparage or defeat the either party’s business purpose or services provided under this Agreement. This provision shall survive the termination of this Agreement.
5. **Confidentiality**. The Contractor acknowledges that in the course of his/her services to be rendered hereunder, he/she may come into possession of information, know-how, technology, customer lists, password credentials, etc. of the Company and any other information Company deems confidential and proprietary. The Contractor agrees to keep any and all of such information confidential and to not disclose it to any third parties absent the written consent of the Company. The Contractor acknowledges that the Company may, if necessary, enforce any breach of this provision by an action for specific performance, injunction, etc. as well as by an action for monetary damages.

IN WITNESS WHEREOF this Agreement is executed as of the Effective Date as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| By: |  | By: |  |
|  | *(signature)* |  | *(signature)* |
| Name: |  | Name: |  |
|  |  |  |  |

SCHEDULE “A”

SCOPE OF SERVICES

[list out the description of services contract is to perform on behalf of the Company]