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## Independent Contractor Agreement

### *State of Alabama*

This Independent Contractor Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of \_\_\_\_\_ by and between the following parties: \_\_\_\_\_, having a primary address at the following:

\_\_\_\_\_  
Email: \_\_\_\_\_

and \_\_\_\_\_, a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

\_\_\_\_\_  
Email: \_\_\_\_\_

Hereinafter, "Recipient" will refer to and be used to describe the following party: \_\_\_\_\_. "Contractor" will refer to and be used to describe the following party: \_\_\_\_\_. Recipient and Contractor may be referred to individually as "Party" and collectively as the "Parties."

### **RECITALS:**

*WHEREAS, Recipient wishes to engage Contractor for certain independent contracting services (the "Services"), as described more fully below;*

*WHEREAS, Contractor has the skills, qualifications, and expertise required to provide the Services to the Recipient;*

*WHEREAS, Contractor wishes to render such Services to Recipient.*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*

**Article 1 - DEFINITIONS:**

As used in this Agreement:

a) "Services" shall be used to refer to the following specific services that the Contractor will provide to the Recipient under the terms and conditions set forth herein:

\_\_\_\_\_

b) "Fees" shall be used to refer to the payment Recipient will pay to Contractor for the rendering of the Services. Specifically, the fees shall be as follows: \$2 (two US dollars), as a fixed fee for all Services rendered.

**Article 2 - AGREEMENT:**

Subject to the terms and conditions of this Agreement, Contractor hereby agrees to render the Services to Recipient and Recipient agrees to pay Contractor the Fees required for the Services.

**Article 3 - NO EMPLOYMENT:**

Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Neither Party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

**Article 4 - NO LOCATION RESTRICTIONS:**

Recipient shall not be permitted to place any location restrictions on Contractor. Contractor does not use any equipment, including electronic equipment, owned by Recipient and Contractor does not maintain any equipment at Recipient's place of business. Contractor is performing work on Recipient's premises under this Agreement, but otherwise has no location restrictions.

**Article 5 - NO SPECIFIC HOURS:**

Recipient may not control the hours or timing that Contractor works. Contractor does not need to keep track of hours nor is there any expectation that Contractor works full-time hours.

**Article 6 - NO CONTROL:**

Recipient shall not maintain any control over Contractor's work, including the Contractor's method. Recipient shall have no right to interfere in Contractor's work. Recipient's sole and exclusive interest in Contractor's work is the outcome. Contractor shall perform all work without the supervision of Recipient.

**Article 7 - NO TRAINING:**

Recipient will not provide any training to Contractor regarding the Services. Contractor is an independent professional and will perform the Services in the manner and method Contractor deems fit.

**Article 8 - SUBCONTRACTORS:**

The Contractor shall be permitted to use subcontractors in the provision of Services to the Recipient and is not required to obtain Recipient's approval to do so. Contractor is not under any obligation to perform the Services personally.

**Article 9 - STAFF OR EMPLOYEES:**

The Contractor may use any staff or employees that the Contractor deems fit and capable in the provision of the Services to the Recipient.

**Article 10 - FEES:**

a.) Method of Payment: Contractor will accept the following forms of payment:

\_\_\_\_\_

b.) Contractor will be paid at the completion of the work.

c.) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Recipient or Contractor shall be the sole and exclusive responsibility of each, respectively.

d.) For any past due payment or past due deadlines, a late fee of the following will apply for either Party, depending on the cause of the lateness:

\_\_\_\_\_

**Article 11 - EXPENSES:**

Contractor shall be solely and exclusively responsible for any expenses incurred under this Agreement. Recipient shall have no part of paying or reimbursing expenses.

**Article 12 - KEY DATES:**

The Contractor shall be responsible for ensuring the following key dates ("Key Dates") are met. Key Dates shall be used to refer to specific dates during the time period that the Services are being rendered that the Contractor agrees to meet specific events or deadlines. The Key Dates will be as follows:

\_\_\_\_\_

**Article 13 - CONFIDENTIALITY:**

Contractor hereby acknowledges and agrees that Recipient possesses certain non-public Confidential Information (as hereinafter defined) and may also possess Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding their business operations and development. The Parties agree that the Proprietary Information is secret and valuable to Recipient and that Contractor may have access to the Recipient's Proprietary Information. Each of the Parties desires to maintain the secret and private nature of any Proprietary Information given.

Confidential Information refers to any information which is confidential and commercially valuable to Recipient. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to,

but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to Recipient.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

- I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of Contractor;
- II) is already known, through legal means, to Contractor;
- III) is given by Recipient to third parties, other than Contractor, without any restrictions;
- IV) is given to Contractor by any third party who legally had the Confidential Information and the right to disclose it; or
- V) is developed independently by Contractor and Contractor can show such independent development.

"Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

Contractor hereby agrees to:

- I) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other;
- II) Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Agreement;
- III) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;
- IV) Not use the Confidential Information or the Trade Secret Information for any

purpose except those contemplated herein or expressly authorized by Recipient.

**Article 14 - COMPETITION:**

The Contractor (and/or their employees, agents, representatives) shall be free to provide services or engage in any form of activity (including, but not limited to, any business, investment, or financial activities) whether for themselves or on behalf of or to other organizations, companies, or individuals who are or are potentially direct or indirect competitors of the Recipient.

**Article 15 - WARRANTIES:**

The Contractor represents and warrants that it will perform the Services using reasonable care and skill for a Contractor in their field and that any results, end products, or materials given by the Contractor to the Recipient under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

**Article 16 -**

**Article 17 - INDEMNITY:**

Recipient hereby agrees to indemnify Contractor, and all of Contractor's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the Services rendered this Agreement or any transaction or matter connected with the Services or the relationship between Contractor and Recipient arising out of the fault of Recipient. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

**Article 18 - TIME FOR PERFORMANCE:**

Time shall be of the essence for the performance by the Contractor of its obligations under the Agreement. Any dates, periods, or times for performance specified in the Agreement are to be met, and in default, the Contractor will be in breach of the Agreement. Specifically, Contractor shall have all work completed by \_\_\_\_\_.

**Article 19 - TERMINATION:**

This Agreement shall terminate automatically on the following date: \_\_\_\_\_.

This Agreement may also be terminated by either Party, upon notice in writing:

- a) if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
- b) if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;

No on-going relationship between the Parties is contemplated and Recipient may not assign additional work to Contractor. The Parties may decide, through an addendum to this Agreement, to expand the scope of Services, but such Agreement may only be in writing and with explicit terms.

**Article 20 - GENERAL PROVISIONS:**

- a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.
- c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
- d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.
- e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute

waiver of such term or any other term.

f)

g)

h) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

i) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

j) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

k) FORCE MAJEURE: Contractor is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

l) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, air-mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement or other address as that Party may from time to time notify the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air-mail), or next working day after sending (in the case of e-mail).

In proving the giving of a notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.



**EXECUTION:**

***Contractor:***

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

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

Date: \_\_\_\_\_

***Recipient:***

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

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

Representative Title: \_\_\_\_\_

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

Date: \_\_\_\_\_