

INDEPENDENT CONTRACTOR
AGREEMENT
(BASIC)

AGREEMENT, dated _____ 20__ between _____(hereinafter "the Corporation") and _____(hereinafter "the Independent Contractor").

Now, therefore, the parties hereto agree as follows:

1. EMPLOYMENT. The Corporation shall employ the Independent Contractor, and the Independent Contractor shall serve the Corporation upon the terms and conditions hereinafter set forth.

2. TERM AND EXTENSION. The employment of the Independent Contractor hereunder shall commence on _____, 20__ and shall continue to and including _____.

3. DUTIES. During the period or periods of his employment hereunder, the Independent Contractor shall serve the Corporation and shall perform any and all _____ services required or requested in connection with their business. Within the limitation hereinabove provided, the Independent Contractor will render such other advisory services in connection with the _____ services of the Corporation as may be requested from time to time by the officers or directors of the Corporation, without further compensation other than that for which provision is made in this Agreement.

4. TIME REQUIREMENTS. The Independent Contractor shall devote during the period ending _____, 20__ his time, energy and skill to the duties of his employment hereunder and shall periodically, or at any time upon the request of the Corporation, submit data as to the time performed.

5. COMPENSATION. The Corporation shall pay to the Independent Contractor for his services sums in the aggregate amounting to \$_____ or _____% per _____ project, during the period of his employment hereunder. Such aggregate sums shall be paid upon satisfactory completion of any _____ project and from the proceeds received from the client for whom _____ services are rendered.

6. INDEMNIFICATION AND HOLD HARMLESS PROVISION. The Independent Contractor agrees hereby to indemnify and hold harmless the Corporation from any and all claims by the Independent Contractor, which may arise out of and in the course of the performance of his duties hereunder. Any and all claims for unemployment benefits and or claims for workers' compensation benefits are hereby expressly waived by the Independent Contractor who agrees to

maintain separate policies of liability, health, and accident insurance as may be necessary or required by the Corporation in connection with the performance of its duties herein.

7. RELATIONSHIP BETWEEN PARTIES. The Independent Contractor is employed by the Corporation only for the purposes and to the extent set forth in this Agreement, and his relation to the Corporation shall, during the period or periods of his employment and services hereunder, be that of an independent contractor. The Independent Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the Corporation pertaining to or in connection with any insurance, pension, stock, bonus, profit-sharing, or similar benefits for their regular employees.

8. PROFESSIONAL RESPONSIBILITY. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Independent Contractor in accordance with his independent and professional judgment. The Independent Contractor shall perform his services in a good and workmanlike manner and in accordance with generally accepted _____ practices.

9. ENTIRE AGREEMENT. The within Agreement shall be construed in accordance with _____ (State) law and shall constitute the entire Agreement between the parties.

Corporation:

Independent Contractor:

Signature

Date

Signature

Date

Title