

## Sample Independent Contractor / Consultant Agreement

This is not intended as legal advice; it is recommended that you seek competent legal counsel for matters specific to your organization.

---

This Independent Contractor Agreement (the "Agreement") is entered into this [specify date] by and between [Name of Independent Contractor/Consultant] (the "Consultant"), located at [specify address], d/b/a [specify], for itself and its heirs, executors, administrators, related entities and assigns and [Name of Nonprofit].

WHEREAS, (nonprofit) is in need of assistance in the area of (specify); and WHEREAS, Consultant has agreed to perform consulting work for (nonprofit) in (specify) services and other related activities for (nonprofit) ;

NOW, THEREFORE, the parties hereby agree as follows:

**1. Consultant's Services.** Consultant shall be available and shall provide to (nonprofit) professional services in the area of (specify) ("Consulting Services") as needed and requested.

### **2. Consideration.**

**A. RATE.** In consideration of the Services to be performed by Consultant under this Agreement (nonprofit) will pay Consultant the flat rate of (specify per job) or at the rate of (specify) per hour for time spent on Consulting Services. Consultant shall submit written, signed reports of the time spent performing Consulting Services, itemizing in reasonable detail the dates on which services were performed, the number of hours spent on such dates and a brief description of the services rendered. (Nonprofit) shall pay Consultant the amounts due pursuant to submitted reports within (specify) after such reports are received by (nonprofit).

**B. EXPENSES.** (Nonprofit) will pay Consultant for the following expenses (specify, such as travel expenses, meal expenses, administrative expenses, lodging expenses if work requires overnight stays, and any other miscellaneous expenses such as parking) incurred while this Agreement between Consultant and (nonprofit) exists.

Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses are incurred. (Nonprofit) shall pay Consultant the amounts due pursuant to submitted reports within (specify) after a report is received by (nonprofit).

**3. Independent Contractor.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between (nonprofit) and Consultant. Consultant is an independent contractor and not an employee of (nonprofit) or any of its subsidiaries or affiliates. The

consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that (nonprofit) will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold itself out as an employee of (nonprofit) and Consultant acknowledges that he/she shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to (nonprofit's) regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Consultant's sole responsibility and Consultant shall indemnify and hold (nonprofit) harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

**4. Confidentiality.** In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information which (nonprofit) or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to (specify) which information may be of value to a competitor. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate (nonprofit) personnel or their designees.

**5. Term.** This Agreement shall commence on (specify date) and shall terminate on (specify date), unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior written notice. (Nonprofit) may, at its option, renew this Agreement for an additional term of (specify) on the same terms and conditions as set forth herein by giving notice to Consultant of such intent to renew on or before (specify date).

**6. Consultant's Taxpayer I.D. Number.** The taxpayer I.D. number of the Consultant is (specify). The Consultant is licensed to perform the agreed upon services enumerated herein and covenants that it maintains all valid licenses, permits and registrations to perform same.

**7. Insurance.** The Consultant will carry general liability, automobile liability, workers' compensation and employer's liability insurance (specify amount if relevant). In the event the Consultant fails to carry such insurance he/she shall indemnify and hold harmless(nonprofit), its agents and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by Consultant and its agents or employees.

**8. Competent Work.** All work will be done in a competent fashion in accordance with applicable standards, and all services are subject to final approval by a representative of (nonprofit) prior to payment.

**9. Representations and Warranties.** The Consultant will make no representations, warranties, or commitments binding (nonprofit) without its prior consent.

**10. Legal Right.** Consultant covenants and warrants that he/she has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he/she has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. Consultant shall indemnify and hold harmless (nonprofit) from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice as specified in Paragraph 5 and to terminate all obligations of (nonprofit) to pay any amounts which remain unpaid under this Agreement.

**11. Waiver.** Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

**12. Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

1. Notices as to Consultant: (specify address)

2. Notices to (nonprofit) : (specify address)

**13. Enforceability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired

**14. Miscellaneous.**

**a. Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

**b. Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Consultant and the (nonprofit) and its successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of (nonprofit) .

**c. Governing Law, Severability.** This Agreement shall be governed by the laws of the State of (specify). The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date written above.

Nonprofit: \_\_\_\_\_

By:

Date:

Consultant \_\_\_\_\_

By:

Date:

Before me, the undersigned authority on this date personally appeared \_\_\_\_\_, known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_

Notary Public

\_\_\_\_\_

County

My Commission Expires: