California Independent Contractor Agreement

This Agreement is signed on the _____ and made by and between:

_____ _____ with address at _____ _____ _____ _____ (hereinafter known as "Contractor"); and _____ _____, with principal address at _____ _____ _____ _____ (hereinafter known as "Client");

WHEREAS, Client is seeking to hire a _____;

WHEREAS, Contractor is a skilled _____;

WHEREAS, Client desires to hire Contractor and Contractor accepts the offer of Client;

NOW, WHEREFORE, for and in consideration of the foregoing premises, the Parties hereto agree as follows:

I. Services

The Contractor agrees to provide the following services (“Services”):

II. Payment

The Client shall pay _____ in total for the Services performed by the Contractor in the following way:

- ◯ Monthly Installment Payments: _____ day
- ◯ Weekly Installment Payments: _____
- ◯ Lump Sum
- ◯ Per Hour _____
- ◯ Specific Date _____
- ◯ Specific Events _____
- ◯ Completion of the Services

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Payment shall be made to the Contractor with one of the following methods:

- ◯ Cash
- ◯ Credit card
- ◯ Cashier's check
- ◯ Electronic payment

III. Term

The Services provided by the Contractor shall begin on _____.

This Agreement shall cease;

- ◯ When The Services outlined in this Agreement are completed
- ◯ On _____

IV. Expenses

Any expenses made by the Contractor in relation to the Services rendered by said Contractor for Client under this Agreement shall be reimbursed by Client for such as, but not limited to, equipment, supplies, and operating expenses.

The Client is required to pay the Contractor within _____ days of any expense after receiving an expense statement from the Contractor. Upon request by the Client, the Contractor may have to show any receipts or proof of purchase for said expenses.

V. Independent Contractor

The Parties acknowledge and agree that the Contractor is an independent contractor and not an employee, partner, or agent of the Client. The Contractor has the right to control and determine the manner and means by which the services will be performed.

The Contractor agrees to provide the Services as outlined in this Agreement and is solely responsible for the manner in which the services are performed. The Contractor shall have the right to provide services to other Clients during the term of this Agreement.

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The independent contractor relationship between the Parties shall not be construed to create any partnership, joint venture, or employer-employee relationship between the Parties. Both Parties have the freedom to act independently and shall not have the authority to bind or act on behalf of the other party without prior written consent.

VI. Business Licences, Permits and Certificates

The Contractor represents and warrants that all employees and personnel associated with the Services and the Contractor shall comply with federal or state withholding laws and regulations requiring any required licences, permits, and certificates necessary to perform the Services under this Agreement.

Upon request by the Client, the Contractor agrees to provide proof of compliance with all applicable licensing, permitting, and certification requirements. This may include providing copies of valid and current licenses, permits, or certificates.

If the Contractor fails to obtain or maintain any necessary licenses, permits, or certificates required to perform the Services, the Company may terminate this Agreement immediately and without liability.

VII. Liability Insurance

The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability and cross-liability.

The minimum insurance coverage shall be _____ $.

VIII. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the Client from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to the Contractor's performance of the services under this agreement, except to the extent caused by the Client’s negligence or willful misconduct.

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IX. General Provisions

Governing Law. This Agreement shall be governed and construed in accordance to the laws of the State of California.

Severability. In the event that any of the provisions of this Agreement is held to be invalid or unenforceable, this shall remain valid and in effect and all of its remaining provisions except the one held invalid or unenforceable.

Non-Waiver. The failure of any Party to insist upon the strict compliance with and performance of any of the terms, conditions, and covenants herein shall not be deemed as a waiver of the said party from any breach by the other from this Agreement. Only express waivers by which such is to be made in writing and signed by the waiving party shall be considered as such waiver as having been made.

Relativity. This Agreement inures to the benefit of, and is binding upon the successors and assigns of the Parties hereto.

Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal on the date above written.

Client Signature

Contractor Signature

Date Signed

Date Signed

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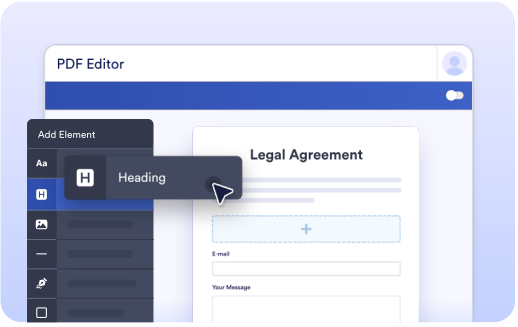

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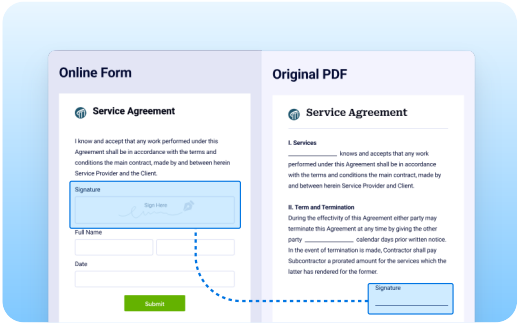

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