Florida Independent Contractor Agreement

This **Independent Contractor Agreement** ("***Agreement***" hereinafter) executed on this _____ day of _____ , _____, by and between the following parties;

Contractor

_____

_____ _____

_____ _____ _____ _____

_____ _____

Client

_____

_____ _____

_____ _____ _____ _____

_____ _____

Background

WHEREAS, Client desires to hire an independent contractor for the following purpose: _____ ;

WHEREAS, Contractor has the knowledge and skills for the services within the scope of this Agreement and would like to offer their services to the Client;

WHEREAS, the Client desires to make an agreement with the Contractor and the Contractor agrees to engagement with the Client for providing services;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual benefits and obligations set forth herein this Agreement, Client and Contractor (hereinafter known individually as "***Party***" and collectively as "***Parties***") agree as follows:

Scope of Services

Within the Scope of this Agreement, the Contractor agrees to perform the following services for the Client;

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Contract Period

This Agreement has been signed for an indefinite time period and commence on _____. Any Party may cease this Agreement effective by submitting a _____ days prior notice.

Contract Amount

The Client agrees to pay the independent contractor on a monthly basis in the amount of _____ for the services rendered under this Agreement, on or before the _____ day of each month throughout the duration of this Agreement.

The parties acknowledge that the monthly payment is inclusive of all fees, expenses, and taxes associated with the services provided by the Contractor.

Breach of Agreement

In any case that any Party commits any material breach to this Agreement, the aggrieved Party may at any time terminate this Agreement immediately with a written notice.

Confidentiality

Confidential information as contemplated in this Agreement shall refer to any information relating to the above-named client referring to any proprietary information, personal, or in any case, information for which is not disclosed to the public or reasonably considered common knowledge.

The Contractor shall maintain the confidentiality of any proprietary or confidential information obtained in connection with the performance of the services and shall not disclose such information to any third party without the hiring entity's prior written consent.

Independent Contractors

This Agreement shall be understood as a Contract of Service, and not shall be construed, nor shall it be interpreted for having an employer-employee relationship, nor does this constitute a partnership, joint venture.

Contractor does not receive any employee benefits. Contractor shall be responsible in filing for their own returns, payment contributions, or insurance premiums.

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Indemnification

Except as otherwise to any breach constituted by any party herein, Parties agree to indemnify, release, and hold harmless the other, its agents, affiliates, officers, and employees from any claims, losses, damage, damages, penalties, obligations, and other expenses of any kind resulting to or arising from any of their act or omission. This indemnification will survive the termination of this Agreement.

Amendments

Any amendment or modification to this Agreement in order to be binding must be made in writing and signed by the Parties.

Assignment

Contractor shall not assign, transfer, or otherwise subcontract to any third party the duties and responsibilities set forth in this Agreement.

Relativity

This agreement inures to the benefit of, and is binding upon the successions, executors, heirs, and assigns of the parties hereto.

Separability

In any event that the competent court holds any of the provisions hereto as invalid, the same shall only affect the said provision and the remaining provisions hereto shall remain valid and enforceable.

Non-waiver

The failure of any Party in insisting for the performance of any of the obligations of the Parties hereto shall not be construed as a waiver. Only waivers expressly made in writing and signed by the waiving party shall be construed as having been made.

Governing Law

This Agreement is governed by and construed in accordance with the applicable federal laws and laws of the State of Florida.

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IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the effective date first above written.

Contractor

Name

Date

Signature

Client

Name

Date

Signature

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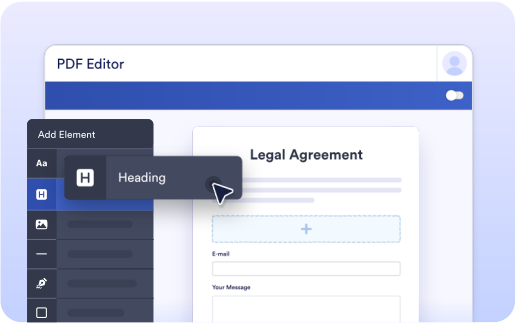

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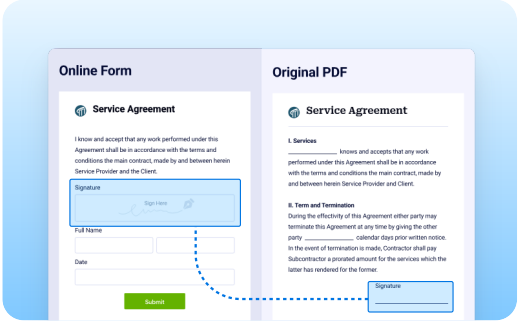

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