

Hourly Contract

This **Hourly Contract** ("**Contract**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Contractor

Client

The Client and Contractor may be referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Client desires to engage the Contractor to perform certain services on an hourly basis; and

WHEREAS, the Contractor possesses the skills, experience, and qualifications necessary to perform such services and agrees to provide them under the terms of this Contract;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. Services

The Contractor shall provide the following services to the Client:

The Contractor shall perform the services in a professional and workmanlike manner and shall use reasonable care, skill, and diligence consistent with industry standards.

2. Term

This Contract shall commence on the Effective Date and shall continue until terminated in accordance with the Termination clause.

3. Hourly Compensation

The Client shall pay the Contractor at the rate of _____ per hour for services performed under this Contract.

Compensation shall be calculated solely on the basis of actual hours worked in connection with the services.

The Contractor shall maintain accurate records of hours worked and shall provide such records to the Client upon request.

4. Time Tracking and Reporting

The Contractor shall submit timesheets, work logs, or other reasonable records documenting hours worked and tasks completed.

Unless otherwise agreed in writing, time records shall be submitted on a _____ basis.

The Client shall have the right to review and verify submitted time records before approving payment.

5. Payment Terms

The Contractor shall submit invoices to the Client containing a summary of services performed, hours worked, applicable hourly rates, and the total amount due.

Invoices shall be submitted on a _____ basis.

The Client shall pay all undisputed amounts within _____ days after receipt of a properly submitted invoice.

If the Client disputes any portion of an invoice, the Client shall notify the Contractor promptly and the Parties shall work in good faith to resolve the dispute.

6. Expenses

The Client shall reimburse the Contractor only for reasonable and necessary expenses that have been approved in advance by the Client in writing.

The Contractor shall provide supporting documentation for all reimbursable expenses.

7. Independent Contractor Relationship

The Contractor is engaged as an independent contractor and is not an employee, partner, joint venturer, agent, or representative of the Client.

The Contractor shall be solely responsible for all taxes, withholdings, insurance, licenses, permits, and other obligations arising from compensation received under this Contract.

Nothing in this Contract shall be construed as creating an employment relationship between the Parties.

8. Contractor Responsibilities

The Contractor shall:

- Perform the services in a timely and professional manner.
- Comply with all applicable laws and regulations relating to the performance of the services.
- Maintain any licenses, certifications, or qualifications necessary to perform the services.
- Promptly inform the Client of any circumstances that may materially affect performance of the services.

9. Client Responsibilities

The Client shall provide reasonable cooperation, information, materials, approvals, and access necessary for the Contractor to perform the services.

The Client acknowledges that delays in providing required information or approvals may affect project timelines.

10. Confidentiality

During the course of this Contract, either Party may receive confidential or proprietary information belonging to the other Party.

Each Party agrees to:

- Keep confidential information strictly confidential.
- Use confidential information only for purposes related to this Contract.
- Not disclose confidential information to any third party except as required by law or with prior written consent.

The obligations contained in this clause shall survive termination of this Contract.

11. Intellectual Property

Unless otherwise agreed in writing, all work product, deliverables, reports, designs, documents, materials, and other items specifically created by the Contractor for the Client under this Contract and paid for by the Client shall become the property of the Client upon full payment.

The Contractor retains ownership of any pre-existing intellectual property, tools, methodologies, templates, software, know-how, or materials developed independently of this Contract.

To the extent necessary, the Contractor grants the Client a perpetual, non-exclusive, worldwide license to use any Contractor-owned materials incorporated into the work product.

12. Representations and Warranties

Each Party represents that it has the authority to enter into and perform its obligations under this Contract.

The Contractor represents that the services will be performed in a competent and professional manner consistent with generally accepted industry standards.

Except as expressly stated in this Contract, no additional warranties are made by either Party.

13. Limitation of Liability

To the maximum extent permitted by applicable law, neither Party shall be liable to the other for indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Contract.

The total liability of either Party arising out of this Contract shall not exceed the total amount paid or payable under this Contract during the twelve-month period preceding the event giving rise to the claim.

This limitation shall not apply to obligations arising from fraud, willful misconduct, breach of confidentiality, or infringement of intellectual property rights.

14. Indemnification

The Contractor shall indemnify and hold harmless the Client from claims, damages, losses, liabilities, and expenses arising directly from the Contractor's negligence, willful misconduct, or material breach of this Contract.

The Client shall indemnify and hold harmless the Contractor from claims, damages, losses, liabilities, and expenses arising directly from the Client's negligence, willful misconduct, or material breach of this Contract.

15. Termination

Either Party may terminate this Contract without cause by providing [Notice Period] prior written notice to the other Party.

Either Party may terminate this Contract immediately upon written notice if the other Party:

- Materially breaches this Contract and fails to cure the breach within a reasonable period after receiving notice of the breach;
- Becomes insolvent or unable to meet its financial obligations as they become due; or
- Engages in unlawful conduct that materially affects the performance of this Contract.

Upon termination:

- The Contractor shall cease performing services unless otherwise directed by the Client.
- The Client shall pay the Contractor for all approved services performed through the effective date of termination.
- Any accrued rights and obligations intended to survive termination shall remain in effect.

16. Force Majeure

Neither Party shall be liable for delays or failures in performance resulting from events beyond its reasonable control, including natural disasters, governmental actions, labor disputes, utility failures, or other unforeseen events.

The affected Party shall notify the other Party as soon as reasonably practicable and shall use reasonable efforts to resume performance.

17. Notices

All notices under this Contract shall be in writing and delivered by personal delivery, recognized courier service, certified mail, or electronic mail to the addresses designated by the Parties.

Notice shall be deemed received when delivered or when transmission is confirmed.

18. Assignment

Neither Party may assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party, except in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets.

19. Entire Agreement

This Contract constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior discussions, negotiations, understandings, and agreements relating to the services.

20. Amendments

Any amendment or modification to this Contract must be made in writing and signed by both Parties.

21. Severability

If any provision of this Contract is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

22. Waiver

A failure or delay by either Party to enforce any provision of this Contract shall not constitute a waiver of that provision or any other rights under this Contract.

23. Governing Law and Dispute Resolution

This Contract shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract through negotiation before commencing formal legal proceedings.

24. Electronic Signatures

The Parties agree that electronic signatures and electronically transmitted copies of this Contract shall have the same force and effect as original signatures to the extent permitted by applicable law.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Contract.

Contractor

Client

Name

Name

Date

Date

Signature

Signature



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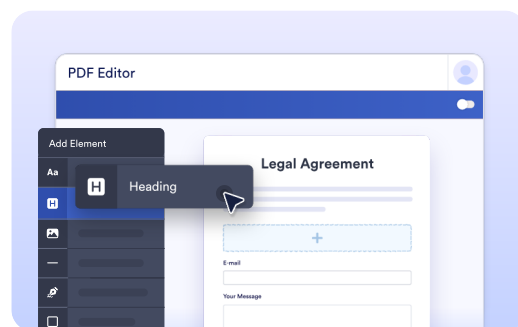
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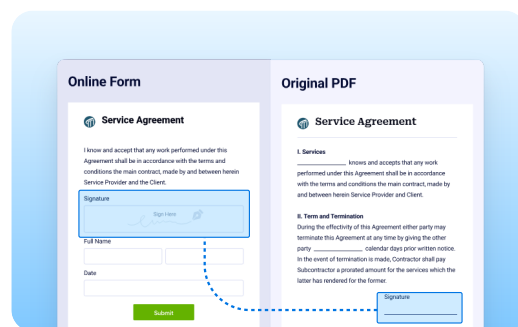
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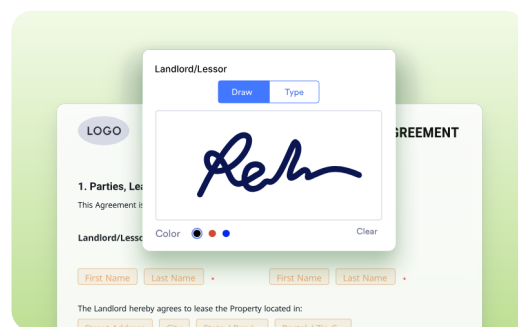
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