

INDEPENDENT CONTRACTOR RETAINER AGREEMENT

This **Independent Contractor Retainer Agreement ("Agreement")** is entered into on ____ of ____ 20____ between [Your Company Name], a [State] corporation, with its principal place of business located at _____, ("Company") and [Independent Contractor Name], with an address at _____ ("Contractor").

1. **Engagement.** The Company hereby engages Contractor to perform services ("Services") as an independent contractor for the Company.
2. **Services.** The Contractor shall provide the Services as mutually agreed upon by the parties in writing. The Services may include, but are not limited to, [Description of Services].
3. **Compensation.** The Company shall pay the Contractor a retainer of [Amount in Dollars] ("Retainer") for the Services. The Retainer shall be paid on ____ of ____ 20____ , and thereafter on a
 - Weekly basis
 - Monthly, basis
 - Quarterly, basis
 - Yearly basis
 - Other: _____

Invoices shall be submitted to the Company on [Invoicing Schedule] and shall include [Invoice Requirements].

4. **Expenses.** The Contractor shall be responsible for all expenses incurred in connection with the Services unless otherwise agreed to in writing by the Company.

5. **Term.** This Agreement shall commence on [Date] and shall continue until [Date] unless earlier terminated as provided herein.
6. **Termination.** Either party may terminate this Agreement upon [Notice Period] days written notice to the other party. In the event of termination, the Contractor shall be entitled to receive payment for all Services rendered through the date of termination.
7. **Confidentiality.** The Contractor shall maintain the confidentiality of all information obtained in connection with the Services and shall not disclose such information to any third party without the prior written consent of the Company.
8. **Intellectual Property.** The Contractor acknowledges that all work product, including but not limited to any inventions, discoveries, improvements, trade secrets, trademarks, copyrights, and any other intellectual property arising from or related to the Services, shall be the exclusive property of the Company.
9. **Independent Contractor.** The Contractor is an independent contractor and not an employee or agent of the Company. The Contractor shall be solely responsible for all taxes, insurance, and other benefits associated with independent contractor status.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of _____
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties relating to the subject matter of this Agreement.
12. **Non-Competition and Non-Solicitation.** The Contractor agrees that during the term of this Agreement and for [Time Period] following the termination of this Agreement, the Contractor shall not directly or indirectly engage in any business that competes with the Company or solicit any of the Company's clients or customers.
13. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from any and all claims, damages, liabilities, and expenses arising out of or in connection with the Contractor's performance of the Services.
14. **Confidentiality and Non-Disclosure.** The Contractor shall not disclose or use any confidential information, trade secrets, or proprietary information of the Company for any purpose other than to perform the Services under this Agreement. The Contractor shall take all reasonable measures to protect such information from unauthorized use or disclosure.
15. **Assignment and Delegation.** The Contractor may not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the Company.

16. **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, or government regulations.
17. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by certified mail, return receipt requested, or by email.
18. **Dispute Resolution.** Any dispute arising out of or in connection with this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
19. **Survival.** The provisions of this Agreement that by their nature should survive termination of this Agreement shall survive such termination.
20. **Entire Agreement.** This Agreement, together with any exhibits or schedules attached hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties relating to the subject matter of this Agreement. No amendment or modification of this Agreement shall be binding unless in writing and signed by both parties.

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

[Company Name]

By: _____

[Authorized Signatory]

[Independent Contractor Name]

By: _____

[Authorized Signatory]