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INDEPENDENT CONTRACTOR AGREEMENT

1. PARTIES

This Independent Contractor Agreement (the "Agreement") is between:

- Sample Contractor, 400 Example Lane, Sampleville, PA 19000, contractor@example.com (the "Contractor"); and
- Sample Client LLC, 100 Sample Street, Sampleville, PA 19000 (the "Company").

The Contractor and the Company are each a "Party" and together the "Parties." This Agreement takes effect on the date the last Party signs it.

2. THE WORK

2.1 Services

The Company engages the Contractor to perform the following services (the "Services"):

Redesign the Company's marketing website.
Prepare page layouts and visual designs.
Deliver a style guide the Company can build from.

2.2 Additional Work

Work outside the description above is not included. The Contractor is not required to perform additional work unless both Parties agree to it, and to any additional fee, in writing, including by email, before the work begins.

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2.3 Standard of Work

The Contractor will perform the Services in a professional and workmanlike manner and in compliance with the laws that apply to its work. The Company will give the Contractor the information and approvals reasonably needed to perform the Services, and the Contractor is not responsible for delays caused by the Company's failure to do so.

2.4 Deliverables

As part of the Services, the Contractor will deliver the following (the "Deliverables"):

Wireframes and visual designs for five pages.
A style guide.

If the Company reasonably believes that a Deliverable does not match its description in this Agreement, it will tell the Contractor in writing within 10 days after receiving it, and the Contractor will correct it within a reasonable time.

2.5 Completion Date

The Contractor will complete the Services, including the Deliverables, by January 15, 2027, unless the Parties agree in writing to a later date. A delay caused by the Company, including late information or approvals, extends this date by a reasonable period.

3. TERM

3.1 Term

This Agreement covers work performed from November 2, 2026 and ends on January 29, 2027, unless it is ended earlier under this Agreement or extended by both Parties in writing.

4. COMPENSATION AND PAYMENT

4.1 Compensation

The Company will pay the Contractor a project fee of $4,500.00 for the Services. The project fee covers the Services described in this Agreement only; any added work will be priced separately.

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4.2 Invoices and Payment

The Contractor will invoice the project fee within 10 days after the Services are complete. Each invoice is due within 30 days after the Company receives it. If the Company disputes part of an invoice in good faith, it will pay the undisputed part on time and explain the disputed part in writing.

4.3 Taxes

The fees in this Agreement do not include sales or similar taxes. If a tax applies to amounts charged under this Agreement, the Contractor may add it to the invoice as a separate line item. Each Party is responsible for its own income taxes.

5. EXPENSES

5.1 Expenses

The Contractor is responsible for its own business expenses, including travel, software, supplies, and workspace, and the compensation in this Agreement covers them. The Company will reimburse an expense only if it agrees in writing before the expense is incurred.

6. THE CONTRACTOR RELATIONSHIP

6.1 Independent Contractor

The Contractor is an independent contractor, not an employee, partner, joint venturer, or agent of the Company, and has no authority to make commitments on the Company's behalf.

The Contractor and anyone it engages to help with the Services are not eligible for the Company's employee benefits, such as health insurance, retirement plans, or paid leave. Unless the law requires otherwise, the Company will not withhold income or employment taxes from payments under this Agreement. The Contractor is responsible for all taxes on the amounts it receives, and for any business licenses, permits, and insurance its work requires. If the Contractor uses its own employees or helpers, it alone supervises and pays them.

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6.2 Control of the Work

The Contractor decides how, when, and where to perform the Services, including its working hours and methods, as long as it meets the deadlines and requirements agreed in this Agreement. The Company may describe the results it needs and review the work, but will not direct the manner in which the Contractor does it. The Contractor agrees to the following coordination with the Company: a short status email every Friday.

6.3 Tools and Equipment

The Contractor will provide and pay for its own tools, equipment, software, and workspace needed to perform the Services.

6.4 Other Clients

This Agreement is not exclusive. The Contractor may provide services to other businesses and individuals during and after this Agreement, as long as it keeps its obligations under this Agreement.

6.5 How the Relationship Works in Practice

The Parties understand that whether someone is legally an employee or an independent contractor can depend on how the working relationship actually operates, not only on what this Agreement says. The Parties intend to conduct their relationship consistently with this Agreement.

6.6 Insurance

This Agreement does not require the Contractor to carry specific insurance. The Contractor is responsible for deciding what insurance its own business needs.

7. WORK PRODUCT

7.1 Ownership of Work Product

Once the Company has paid for it in full, the Contractor assigns to the Company, to the extent permitted by applicable law, all of its rights in the work product it creates specifically for the Company under this Agreement, including the Deliverables. The Contractor will sign any further documents reasonably needed to confirm the Company's ownership.

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7.2 Pre-Existing Materials

Each Party keeps ownership of the materials, tools, and know-how it had before this Agreement or develops independently of it. If the Contractor builds any of its pre-existing materials into the work product, the Company receives a permanent, non-exclusive, royalty-free license to use, copy, and modify them as part of that work product. The Contractor may continue to use its general skills and experience, including those gained while performing the Services, in its other work.

8. ENDING THE AGREEMENT

8.1 Ending the Agreement on Notice

Either Party may end this Agreement for any reason by giving the other Party written notice at least 14 days in advance. The Company will pay the Contractor for work performed through the end of the notice period, measured fairly against the project fee as a share of the Services completed. On request, the Contractor will deliver any completed or partly completed work that the Company has paid for.

8.2 Termination for Breach

Either Party may end this Agreement by written notice if the other Party materially breaches it and does not fix the breach within 10 days after receiving written notice that describes it.

8.3 Effect of Ending the Agreement

When this Agreement ends, the Company will pay any amounts owed for work performed before it ended, and each Party will promptly return any property of the other Party that it holds, including any keys, access cards, codes, files, and login details.

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9. ADDITIONAL TERMS

9.1 Confidentiality

The Contractor will keep confidential all non-public business, financial, technical, customer, and personal information of the Company that it receives in connection with this Agreement ("Confidential Information"), will use it only to perform the Services, and will share it only with its own helpers or subcontractors who need it for that purpose and are bound by similar obligations.

Confidential Information does not include information that is or becomes public through no fault of the Contractor, that the Contractor already knew or develops independently, or that it lawfully receives from someone else without a duty of confidentiality. The Contractor may disclose Confidential Information if required by law, after giving the Company prompt notice where the law allows.

Nothing in this Agreement prevents either Party from reporting possible violations of law to a government agency, taking part in a government investigation, or making any other disclosure that the law protects.

The Contractor's confidentiality obligations continue for 2 years after this Agreement ends, except that for any Confidential Information that is a trade secret under applicable law, they continue for as long as it remains a trade secret. When this Agreement ends, the Contractor will return or destroy the Company's Confidential Information on request.

Notice under 18 U.S.C. § 1833(b): An individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if that filing is made under seal. An individual who files a lawsuit for retaliation for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use it in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except under court order.

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10. GENERAL PROVISIONS

10.1 Notices

Notices under this Agreement must be in writing and delivered by hand or by mail to the receiving Party's address shown in this Agreement, or by email to an email address the receiving Party has given in this Agreement or later in writing. A Party may change its notice address by written notice to the other Party.

10.2 Resolving Disagreements

If a disagreement arises under this Agreement, the Parties will first try in good faith to resolve it by discussion for at least 15 days after one Party raises it in writing. If it is not resolved, either Party may pursue any remedy available to it. This does not delay a Party's right to end this Agreement under its terms or to seek prompt court relief to prevent immediate harm.

10.3 Governing Law

The laws of the Commonwealth of Pennsylvania govern this Agreement.

10.4 Assignment

Neither Party may transfer this Agreement to someone else without the other Party's written consent. The Contractor may use its own employees or subcontractors to perform its obligations under this Agreement and remains responsible for their work.

10.5 Entire Agreement and Changes

This Agreement is the complete agreement between the Parties about its subject and replaces any earlier discussions or proposals. Any change must be in writing and signed by both Parties, except where this Agreement allows the Parties to agree to something in writing, including by email. A Party's failure to enforce a term once does not prevent it from enforcing that term later.

10.6 Severability

If any part of this Agreement is found unenforceable, that part will be limited to the minimum extent necessary and the rest of the Agreement will remain in effect.

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10.7 Signatures and Copies

This Agreement may be signed in separate copies, each of which counts as an original, and signatures delivered electronically are as valid as handwritten ones.

SIGNATURES

The Parties have signed this Agreement on the dates shown below.

CONTRACTOR	COMPANY
_____ Signature Name: Sample Contractor Date: _____	Sample Client LLC _____ Signature By: Pat Sample Title: Owner Date: _____

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