

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the ___ day of _____, _____, is by and between _____, a _____ corporation which is active and duly registered in the State of _____, with a place of business at _____, hereinafter referred to as "COMPANY," and _____, hereinafter referred to as "Independent Contractor" or "IC," with a place of business at _____.

- 1. COMPANY is engaged in the _____ business, featuring _____ products and related services.
- 2. IC desires to render services to COMPANY.

For the reasons recited above, and in consideration of the mutual promises and covenants set forth in this Agreement, COMPANY and IC agree as follows:

- 3. Retention Of Independent Contractor: COMPANY retains IC with the following duties:

and any other duties as required by management. IC agrees, warrants and represents that IC, and any and all other person(s) and/or entity(ies) that IC utilizes to perform IC's duties hereunder, if any, are not employees but independent contractors of the COMPANY. IC warrants, represents and agrees that IC has obtained and will maintain for the duration of this Agreement, including but not limited to, workers' compensation insurance, unemployment compensation benefits for IC's employee(s), and any and all licensing and/or permits necessary for the performance of IC's duties hereunder. Additionally, IC warrants, represents and agrees that IC will pay any and all taxes with respect to the performance of IC's duties hereunder. IC warrants, represents and agrees that any and all person(s) and or entity(ies) that IC utilizes to perform IC's duties hereunder have obtained and will maintain workers' compensation insurance, unemployment compensation, and any and all licensing and/or permits necessary for the performance of this Agreement. Additionally, IC warrants, represents and agrees that any and all person(s) and or entity(ies) that IC utilizes to perform IC's duties hereunder shall pay any and all taxes with respect to the performance by them of this Agreement. Nothing contained herein shall be construed to create a corporation, partnership or joint venture between IC, any and all person(s) and/or entity(ies) utilized by IC to perform IC's duties hereunder, and COMPANY. COMPANY shall not withhold taxes.