**Independent Contractor Agreement**

This Independent Contractor Agreement ("Agreement") is dated Insert Date for reference and entered by and between Insert Your Name or Proprietor Name (hereinafter “Proprietor”) and Insert Name of Person You’re Hiring, with principal place of business at Insert Address for Hiring Personnel (hereinafter “Independent Contractor”).

In consideration of the terms set forth in this Agreement, the parties agree as follows:

1. Scope of Services. Proprietor hereby engages Independent Contractor on a non-exclusive basis to complete the Services as described below as work for hire. Independent Contractor is engaged to perform such consulting (hereinafter “Services” and/or “Works” to be used interchangeably) as follows: In exchange for what you’re paying the Independent Contractor, what will this person produce for you in return? For example, “78 works of commissioned art for a tarot deck, rendered pursuant to Proprietor’s instructions, vision, and point of view as reasonably as Independent Contractor can render it.”
2. Revision of Works. Consider what the revision parameters and terms are for this agreement. What if the independent contractor delivers work that you don’t like at all? How will you handle revisions? Consider what works for both parties and memorialize terms in this paragraph.

1. Independent Contractor. Independent Contractor represents and warrants that the relationship between Proprietor and Independent Contractor shall be that of an independent contractor and not an employee of Proprietor. Independent Contractor shall have sole control of the manner and means of performing its work, and Proprietor is interested only in the results Independent Contractor obtains. Independent Contractor does not have, nor shall it represent as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon Proprietor.
2. Compensation. In consideration of the full and faithful performance of Services by Independent Contractor, Proprietor shall pay Independent Contractor Insert Compensation Terms.
   1. If lump sum, then “a total lump sum of $\_\_\_\_\_\_ (“Compensation”), with $\_\_\_\_ of the Compensation paid upon execution of this Agreement and the balance paid upon completion of the Services.”
   2. If percentage or royalties based, then “percentage-based royalties at 20% of the Net Sales (“Compensation”) of the finished product resulting from Services and to be marketed, distributed, and sold by Proprietor. Proprietor agrees to maintain accounting books pursuant to Generally Accepted Accounting Principles (“GAAP”) and that Independent Contractor shall have access to those books upon written request.”
3. Representations. Independent Contractor hereby agrees, acknowledges, and represents and warrants to Proprietor that Independent Contractor shall provide Proprietor with new, original works that does not in any way infringe upon others’ copyright or intellectual property rights, and that Independent Contractor is the lawful author of all such works to be performed in accordance with Services.
4. Release and Waiver. Independent Contractor hereby shall release, waive, discharge, and covenant not to sue Proprietor or any of its subsidiaries or parent companies, shareholders, directors, officers, executives, representatives, or agents from all liability arising from the Services provided by Independent Contractor. For example, if there is a copyright infringement claim brought against Proprietor on direct account of the Services that Independent Contractor had provided, then Independent Contractor agrees to assume all liabilities thereof.
5. Delivery Date. Here, decide how you want to set the delivery date. For an independent contractor creating original art from scratch based on your instructions as a deck creator, a fixed delivery date might not be feasible, but *no* date whatsoever is also unreasonable. Thus, think about how you two will compromise and negotiate the delivery date issue.
6. Termination. Here, you’ll want to think about whether it’s okay for the independent contractor to terminate the agreement before the work has been completed, and if the contractor terminates, will there be a financial penalty? Often, a good practice tip is to include a line such as “Neither party shall terminate this Agreement without reasonable justified cause.” However, that also binds you to the term as well, so think about what’s okay and not okay with you, and what you’d expect from the independent contractor.
7. Confidentiality. Independent Contractor acknowledges that through the course of rendering services, may have access to confidential information relating to the finances or operations of Proprietor or any of its affiliate or subsidiary business entities. Independent Contractor agrees to maintain the confidentiality of all such information and other matters of Proprietor or any of Proprietor’s affiliates or subsidiaries known to Independent Contractor, which are otherwise not in the public domain, and further agrees not to disclose any such information to any person outside of Proprietor without Proprietor’s prior written authorization and consent.
8. Works For Hire. Independent Contractor acknowledges and agrees that all duties performed hereunder are specifically ordered or commissioned by Proprietor (hereinafter “Work”). Work constitutes work made-for-hire as defined in the United States Copyright Act and Proprietor shall be the owner of all rights in and to the Work. Work shall include, but not be limited to all material and information created by Independent Contractor in the course of or as a result of Independent Contractor’s engagement with Proprietor fixed in a tangible medium of expression, including but not limited to notes, drawings, memoranda, correspondences, documents, records, charts, codes, etc. To the extent that Work is not recognized as work-made-for-hire, Independent Contractor hereby assigns, transfers, and conveys to Proprietor, without reservation, all rights, title, and interest in Work.
9. Enforcement. Independent Contractor agrees and warrants that the terms of this Agreement are reasonable and that valid consideration has been and will be received for Services and Work.
10. Severability. In the event that any term or portion of this Agreement is declared invalid or unenforceable for any reason by a court of competent jurisdiction, such term or portion shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.
11. Indemnity. Independent Contractor shall hold Proprietor, its affiliates, and subsidiaries and their respective directors, officers, employees, or agents harmless from and against all claims, liabilities, damages, costs, or reasonable attorney’s fees arising from either: (1) any negligent or intentional acts by Independent Contractor; or (2) any breach or alleged breach by Independent Contractor of any representation, warranty or agreement made by Independent Contractor hereunder
12. Final Integration. This Agreement contains the complete understanding of the parties on the subjects covered and supersedes any previous written or verbal understandings. This Agreement may be amended only by writing signed by both Proprietor and Independent Contractor.
13. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.
14. Descriptive Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of terms contained herein.

In witness whereof, Proprietor and Independent Contractor have caused this Agreement to be executed in the City of Oakland, State of California, on the date first written above.

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| --- | --- | --- |
| X |  | X |
| Proprietor |  | Independent Contractor |
| Print Name |  | Print Name |

INDEPENDENT CONTRACTOR INFORMATION

|  |  |
| --- | --- |
| Full Legal Name: |  |
| Current Residence Address: |  |
|  |  |
| Social Security Number: |  |
| Date of Birth: |  |
| Passport Country of Issue: |  |
| Passport Number: |  |
| Driver License State of Issue: |  |
| Driver License Number: |  |
| I agree and acknowledge that the foregoing are true and correct.  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |