

## **INDEPENDENT CONTRACTOR AGREEMENT**

WHEREAS, BC Global Investments, LLC. ("Company") intends to contract with **Contractor Name** (independent contractor "IC") for the performance of certain tasks;

WHEREAS, IC's principal place of business is located at the following address:

### **Address**

WHEREAS, IC'S point of contact for this engagement is **Name** who can be reached at **xxx-xxx-xxxx** and by email at **email@domain.com**

WHEREAS, IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement;

WHEREAS, IC declares that IC is engaged in the same or similar activities for other clients and that Company is not IC's sole and only client or customer.

WHEREAS, it is the express intention of the parties that IC is an independent contractor and not an employee, agent, joint venturer or partner of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Company and IC or any employee or agent of IC. Both parties acknowledge that IC is not an employee for state or federal tax purposes. IC shall retain the right to perform services for others during the term of this agreement.

THEREFORE, IN CONSIDERATION OF THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE:

### **CONFIDENTIALITY**

All business of a client or the Company must not be discussed by the IC with outsiders including members of one's own family, nor in public places with other members of the Company. All matters becoming known to IC through his/her work for clients must be held in strict confidence.

Confidential matters of our Company, such as your own compensation should not be discussed with the client or his/her personnel. During the course of your performance with the Company, you may be given, or have access to, confidential and/or trade secret information pertaining to the Company's business. All confidential information is disclosed or revealed to you with the understanding that such information is considered to be secret and proprietary to the Company and is a valuable commercial asset of the Company. As such, during and subsequent to the time of your performance with the Company, you are not to make use whatsoever, directly or indirectly, of the Company's confidential information except for the purposes specified by the Company or required to perform your job for the Company. You may not remove such information from the Company in any form or medium, nor may they use such information in connection with work performed for their personal benefit or for the benefit of any other person, Company, or corporation. You may not reveal, disclose, identify, or otherwise provide confidential information to any other person, Company, corporation, or other entity, including the general public.

## **TERMS OF PAYMENT**

**Total Contract Price: \$xx,xxx**

**Lay out specifics here**

## **INSTRUMENTALITIES**

IC shall supply all equipment, tools, materials and supplies to accomplish the designated tasks at the expense of IC except where otherwise indicated.

## **GENERAL SUPERVISION**

IC retains the sole right to control or direct the manner in which the services described herein are to be performed. Subject to the foregoing, Company retains the right to inspect, to stop work, to prescribe alterations and generally to supervise the work to insure its conformity with that specified herein.

## **SERVICES TO BE PERFORMED**

Company engages IC to perform the following duties at **property address**

**Specific task list or scope of work**

## **TIMELINE**

Work to begin not later than **xxxx**. Entire project to be complete and inspected by Company and/or licensed inspector not later than **xxxx**.

## **NO PAYROLL OR EMPLOYMENT TAXES**

No workers' compensation insurance has been or will be obtained by the Company on account of IC or IC's employees.

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

## **NO WORKER'S COMPENSATION**

No workers' compensation insurance has been or will be obtained by the Company on account of IC.

## **TERM OF CONTRACT**

This agreement shall become effective **xxxx** and will continue in effect until such date that the job is complete, unless Company or IC default in the performance of this agreement or materially breach any of its provisions. Company or IC may terminate this agreement by giving written notice to the other.

## **DISPUTES**

IC and Company agree that any disputes arising from this agreement are to be arbitrated pursuant to the Commercial Industry rules of the American Arbitration Association. Such arbitration shall be final and binding upon both IC and Company. Company reserves the right to chose Arbitrator. The prevailing

party in the arbitration proceeding shall be entitled to recover all costs or arbitration and reasonable attorney's fees as determined by the arbitrator. IC and Company further agree that in any dispute resulting in arbitration or litigation, venue shall be **xxxx** County, **state**.

Agreed to this **x**th day of **xxxx**, **20xx** at **xxxx** County, **state**.

**BC GLOBAL INVESTMENTS, LLC**

By: \_\_\_\_\_

Erin M Helle, Owner, BC Global Investments, LLC

**INDEPENDENT CONTRACTOR:**

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)