

INDEPENDENT CONTRACTOR AGREEMENT CHECKLIST

Hiring an independent contractor can be a cost-effective and flexible solution for businesses looking to outsource specific projects or tasks; however, it's essential to establish clear terms and conditions to protect the interests of both parties and avoid misunderstandings or disputes. An independent contractor agreement is a legal document that defines the scope of the services to be provided, compensation, intellectual property rights, confidentiality, and other key terms of the relationship between the contractor and the client. In this checklist, we'll outline the key terms and conditions that should be included in an independent contractor agreement!

MEYER LAW

#LOVEYOURLAWYER

WWW.MEETMEYERLAW.COM

SCOPE OF SERVICES

Clearly define the scope of the services to be provided by the contractor, including specific deliverables, timelines, and any deadlines.

COMPENSATION

Specify the compensation to be paid to the contractor, whether it's a flat fee or hourly rate, and the payment schedule.

EXPENSES

Clarify which expenses, if any, will be reimbursed by the company, such as travel expenses or materials necessary for the project.

INTELLECTUAL PROPERTY

Establish ownership of any intellectual property created or used during the project, and include provisions for the use of any existing intellectual property belonging to the company or contractor.

CONFIDENTIALITY

Require the contractor to maintain the confidentiality of any proprietary or confidential information disclosed during the project, and prohibit the contractor from using such information for any purpose other than the project.

TERM AND TERMINATION

Specify the length of the agreement and the conditions under which either party may terminate the agreement, including any notice requirements.

REPRESENTATIONS AND WARRANTIES

Include contractor representations and warranties, such as that they have the necessary skills and qualifications to perform the services.

INDEMNIFICATION

Include an indemnification clause to protect the company from any liability arising out of the contractor's performance of the services.

GOVERNING LAW AND JURISDICTION

Specify the governing law and jurisdiction of the agreement, which may impact the enforceability of the agreement in case of a dispute.

NON-SOLICITATION

Prohibit the contractor from soliciting the company's customers or employees during the relationship and for a specified period after the termination of the agreement.

INDEPENDENT CONTRACTOR STATUS

Clarify that the contractor is an independent contractor, not an employee of the company, and is responsible for paying their own taxes and obtaining any necessary licenses or permits.

MEYER LAW

#LOVEYOURLAWYER

WWW.MEETMEYERLAW.COM