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### **EMPLOYMENT AGREEMENT WITH INDEPENDENT CONTRACTOR: general form**

Contract made \_\_\_\_\_[*date*], between \_\_\_\_\_[*name*], of \_\_\_\_\_[*address*], \_\_\_\_\_[*city*], \_\_\_\_\_ County, \_\_\_\_\_[*state*], here referred to as owner, and \_\_\_\_\_[*name*], of \_\_\_\_\_[*address*], \_\_\_\_\_[*city*], \_\_\_\_\_ County, \_\_\_\_\_[*state*], here referred to as contractor.

### RECITALS

A. Owner owns and operates a \_\_\_\_\_[*type of business*] business at the address set forth above, and owner desires to have the following services performed at owner's place of business \_\_\_\_\_[*type of services to be contracted for*].

B. Contractor agrees to perform these services for owner under the terms and conditions set forth in this contract.

In consideration of the mutual promises set forth in this contract, it is agreed by and between owner and contractor:

### SECTION ONE.

#### DESCRIPTION OF WORK

The work to be performed by contractor includes all services generally performed by contractor in contractor's usual line of business, including, but not limited to, the following: \_\_\_\_\_[*description of work to be performed*].

### SECTION TWO.

#### PAYMENT

Owner will pay contractor the total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the work to be performed under this contract, according to the following schedule: \_\_\_\_\_.

### SECTION THREE.

#### RELATIONSHIP OF PARTIES

The parties intend that an independent contractor-employer relationship will be created by this contract. Owner is interested only in the results to be achieved, and the conduct and control of the work will lie solely with contractor. Contractor is not to be considered an agent or employee of owner for any purpose, and the employees of contractor are not entitled to any of the benefits that owner provides for owner's employees. It is understood that owner does not agree to use contractor exclusively. It is further understood that contractor is free to contract for similar services to be performed for other owners while under contract with owner.

#### SECTION FOUR.

##### LIABILITY

The work to be performed under this contract will be performed entirely at contractor's risk, and contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. Contractor will carry, for the duration of this contract, public liability insurance in an amount acceptable to owner. Contractor agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this contract.

#### SECTION FIVE.

##### DURATION

Either party may cancel this contract on \_\_\_\_\_ days' written notice; otherwise, the contract shall remain in force for a term of \_\_\_\_\_ [*specify period of months or years, or as the case may be*] from date.

In witness whereof, the parties have executed this agreement at \_\_\_\_\_ [*designate place of execution*] the day and year first above written.

[*Signatures*]