This Contractor Services Agreement (this “**Agreement**”) is entered into as of [Date] (the “**Effective Date**”), by and between:

**[Client Name]**, a [state/country] [entity type, e.g., corporation, LLC, individual] with its principal place of business at [address] (“**Client**”),

and

**[Contractor Name]**, a [state/country] [entity type, e.g., corporation, LLC, individual] with its principal place of business at [address] (“**Contractor**”).

Client and Contractor may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

**1. Services**

1.1 **Scope.** Contractor agrees to provide the services described in *Exhibit A* (the “**Services**”).

1.2 **Performance.** Contractor shall perform the Services in a professional and workmanlike manner, consistent with industry standards.

**2. Term**

This Agreement shall commence on the Effective Date and continue until [end date / completion of Services], unless terminated earlier in accordance with this Agreement.

**3. Compensation**

3.1 **Fees.** Client shall pay Contractor [insert fee structure – hourly rate, flat fee, milestone payments] as set forth in *Exhibit B*.

3.2 **Expenses.** Contractor shall be reimbursed only for pre-approved, reasonable expenses incurred in connection with the Services.

3.3 **Invoices and Payment.** Contractor shall submit invoices [monthly/upon completion], and Client shall pay within [30] days of receipt.

**4. Independent Contractor Status**

4.1 Contractor is an independent contractor and not an employee, agent, or partner of Client.

4.2 Contractor is solely responsible for taxes, withholdings, insurance, and other obligations applicable to independent contractors.

**5. Intellectual Property**

5.1 **Ownership.** Except for Contractor’s pre-existing materials, all work product, deliverables, and intellectual property created by Contractor in connection with the Services (“**Work Product**”) shall be the sole property of Client upon full payment.

5.2 **License to Pre-Existing Materials.** To the extent Contractor’s pre-existing materials are incorporated into the Work Product, Contractor grants Client a perpetual, royalty-free license to use such materials solely as part of the Work Product.

**6. Confidentiality**

Contractor agrees to maintain the confidentiality of Client’s confidential information and not to disclose or use it except as necessary to perform the Services.

**7. Warranties and Representations**

Contractor represents and warrants that:
(a) the Services and Work Product will not infringe or misappropriate any third party’s intellectual property rights;
(b) Contractor will comply with all applicable laws in performing the Services.

**8. Indemnification**

Contractor shall indemnify and hold harmless Client from any claims, damages, or liabilities arising out of Contractor’s breach of this Agreement or negligence in performing the Services.

**9. Limitation of Liability**

Except for breaches of confidentiality, indemnification, or intentional misconduct, neither Party shall be liable for any indirect, incidental, or consequential damages.

**10. Termination**

10.1 **For Convenience.** Either Party may terminate this Agreement upon [30] days’ written notice.

10.2 **For Cause.** Either Party may terminate immediately upon written notice if the other Party breaches a material provision and fails to cure within [10] days.

10.3 **Effect of Termination.** Upon termination, Client shall pay Contractor for all Services performed and approved expenses incurred up to the termination date.

**11. Miscellaneous**

11.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements regarding its subject matter.

11.2 **Amendments.** This Agreement may be amended only in writing signed by both Parties.

11.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to conflicts of law principles.

11.4 **Assignment.** Contractor may not assign this Agreement without Client’s prior written consent.

11.5 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the Parties have executed this Contractor Services Agreement as of the Effective Date.

**Client:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contractor:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A – Scope of Services**

[Detailed description of Services, deliverables, milestones, timelines]

**Exhibit B – Fees and Payment Terms**

[Rates, invoicing schedule, expenses policy]