

Clauses that Should be Included in Independent Contractor Agreement

The following are some clauses and suggested language that should be included in all contractor agreements. Although every suggested clause may not be possible in all circumstances, the more used, the better. In addition, all decisions as to which clauses should be included and/or omitted should be made by a competent attorney, including all drafting of agreements.

The agreement should be entitled “Independent Contractor Agreement” or some similar title. There should be a clause stating “[name of worker] shall be deemed an independent contractor for all purposes and not as an employee.”

“This contract is for [description of desired result]. Contractor has full authority in determining how to achieve this result.”

“There shall be no required training of Contractor except for familiarization with company policies; however, Contractor may at his/her option, attend company training.”

“Since this agreement is for performance of [state result required], Contractor may hire and train assistants as desired. Said assistants will be paid and supervised solely by contractor.”

“This agreement shall end upon completion of the job or within [state periods of time]. The agreement may be renewed at the option of the parties.”

“Contractor may set his/her own hours of work; however, if any work is to be performed on the Company premises, said work will be done during the hours that the Company is normally open for business.”

“Contractor need not devote his/her full-time hours for the Company. Contractor may undertake jobs simultaneously for other companies.”

“Contractor may perform work at the Company’s premises or at the premises of his/her choosing.”

“Contractor shall set the order and sequence of any work to be performed. Company is only interested in the desired end result.”

“No written or oral reports need be submitted other than [state any other].”

“Contractor will be totally responsible for all travel and miscellaneous expenses incurred in his/her performance of this agreement.”

“Company has no right to discharge Contractor at will. Moreover, Contractor has no right to terminate this agreement at will. All termination will be subject to specific provisions in the agreement, OR, if any party fails to achieve a stated result as noted in this agreement.”

“Contractor will provide their own tools and equipment,” OR “Contractor will pay a desk fee of [dollar amount] per [time frame],” OR “Contractor will pay a fee for the use of all company equipment of [dollar amount] per [time frame].” *(Use this clause only if applicable to your business.)*

“Company may not fire Contractor at will unless as stipulated in the agreement, or upon termination of the agreement, or if contractor fails to perform any requirements notes in the agreement. Contractor may not terminate agreement without at least one-month notice. Contractor may not terminate agreement without at least one-month notice. In addition, Contractor must finish any work in progress before termination.”

“Contractor also agrees, from later asserting any court of law or administrative proceeding, that he/she is an employee, in any manner, for any purpose, of the Company.”