

[INDEPENDENT CONTRACTOR NAME]
[ADDRESS LINE 1]
[ADDRESS LINE 2]

[DATE]

Dear [INDEPENDENT CONTRACTOR NAME],

This letter agreement (this “Agreement”) sets forth the terms and conditions whereby you agree to provide certain services (as set forth in **Schedule 1** attached hereto and incorporated herein) to [CONTRACTOR], with offices located at [ADDRESS], a [STATE OF ORGANIZATION] [ENTITY TYPE] (the “Company”).

1. **SERVICES.**

1.1 The Company hereby engages you, and you hereby accept such engagement, as an independent contractor to provide certain services to the Company on the terms and conditions set forth in this Agreement.

1.2 You shall provide to the Company the services set forth in **Schedule 1** (the “Services”), and the Company shall not control the manner or means by which you or your employees or contractors perform the Services.

1.3 As set forth in **Schedule 1**, the Company shall provide you with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services. Unless otherwise specified in **Schedule 1**, you shall furnish, at your own expense, the materials, equipment, and other resources necessary to perform the Services.

1.4 You shall comply with all rules and procedures communicated to you in writing by the Company, including those related to safety, security, and confidentiality.

1.5 You shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services.

1.6 You shall provide the Company with current proof of valid registration and proof of insurance.

2. **TERM.** The term of this Agreement shall commence on: _____ (date) and shall continue (*chose one*): [for a period of [NUMBER] [days/weeks/months]/until [DATE]/until the [Services/[PROJECT NAME]] [is/are] completed], unless earlier terminated in accordance with Section 10 (the “Term”). Any extension of the Term will be subject to mutual written agreement between you and the Company (referred to collectively as the “Parties” and each individually a “Party”).

3. FEES AND EXPENSES.

3.1 As full compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay you in accordance with the fee schedule on Schedule 1. You acknowledge that you will be solely responsible for all federal, state, and local taxes.

3.2 Except as may be set forth on Schedule 1, you are solely responsible for any travel or other costs or expenses incurred by you in connection with the performance of the Services, and in no event shall the Company reimburse you for any such costs or expenses.

4. RELATIONSHIP OF THE PARTIES.

4.1 You are an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and the Company for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind the Company and you shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.

4.2 Without limiting Section 4.1, you will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors and you shall be fully responsible for them and indemnify the Company against any claims made by or on behalf of any such employee or contractor.

5. INDEMNIFICATION. You shall defend, indemnify, and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, or damage to real or tangible personal property resulting from your acts or omissions.

6. INSURANCE. During the Term, you shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the Company, with policy limits sufficient to protect and indemnify the Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from your acts or omissions or the acts or omissions of your agents, contractors, servants, or employees. Moreover, you shall be responsible for purchasing and maintaining your own liability insurance including:

6.1 Commercial General Liability insurance providing bodily injury liability and property damage liability with combined single limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.

6.2 Automobile liability insurance with a minimum limit of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence for all owned, non-owned and hired automobiles.

7. **REPRESENTATIONS AND WARRANTIES.**

7.1 You represent and warrant to the Company that:

(a) you have the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of your obligations in this Agreement;

(b) your entering into this Agreement with the Company and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;

(c) you have the requisite skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services, and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services;

(e) the Company will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and

(f) all work product is and shall be your original work (except for material in the public domain or provided by the Company) and, to the best of your knowledge, do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

7.2 The Company hereby represents and warrants to you that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

8. TERMINATION. (choose one)

8.1 [You or the Company may terminate this Agreement without cause upon thirty (30) days' written notice to the other Party to this Agreement. In the event of termination pursuant to this clause, the Company shall pay you on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination.]

OR

[You or the Company may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement.]

8.2. The provisions of this Agreement shall survive the expiration or termination of this Agreement.

9. OTHER BUSINESS ACTIVITIES. You may be engaged or employed in any other business, trade, profession, or other activity which does not place you in a conflict of interest with the Company.

10. ASSIGNMENT. You shall not assign any rights, or delegate or subcontract any obligations under this Agreement without the Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

11. DISPUTES.

11.1 *Arbitration/Mediation.* Parties agree to make a good faith effort to resolve any dispute without necessitating litigation. As a condition precedent to any lawsuit, the complaining Party must provide notice of any claim in writing to the other Party and provide said Party a reasonable opportunity to correct or complete the Services as specified in this Agreement and Schedule 1 hereto. Either Party may then request mediation. The Party requesting mediation shall give written notice to the other Party of its mediation request and the Parties agree to use their best efforts to conduct the mediation within sixty (60) days of the notice. The Parties will share the cost of mediation equally. If a dispute cannot be resolved directly between the Parties, it shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Both Parties waive their right to file any appeal for trial de novo in superior court and specifically agree to accept the arbitrator's award as final and binding.

11.2 *Time Limit on Lawsuit.* Any lawsuit based on contract, tort, warranty, or indemnification must be filed in a court of competent jurisdiction within one (1) year following expiration of the warranty period, or it shall be forever waived.

12. GOVERNING LAW. This Agreement and all related documents and all matters arising out of or relating to this Agreement and the Services provided hereunder, whether sounding in contract, tort, or statute for all purposes shall be governed by and construed in accordance with, the laws of the State of Washington.

13. MISCELLANEOUS.

13.1 All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

13.2 This Agreement, together with any other documents incorporated herein by reference, and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

13.3 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

13.4 This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

If this Agreement accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.

Very truly yours,

By: _____
Name: [PRINTED NAME]
[COMPANY]
Its: [TITLE]

ACCEPTED AND AGREED:
[INDEPENDENT CONTRACTOR]

By : _____
Name: [PRINTED NAME]
Its: [TITLE]
Federal Tax Id. No./Social Security No.: [INSERT]

SCHEDULE 1

1. SERVICES: [DETAILED DESCRIPTION OF SERVICES]

[2. ACCESS PROVIDED BY COMPANY: [PREMISES,] [MATERIALS,] [INFORMATION,] and [SYSTEMS]]

3. PAYMENT SCHEDULE: [SCHEDULE FOR PAYMENT BASED ON THE PROJECT, INSTALLMENTS, OR MILESTONE ACHIEVEMENTS]

[4. DELIVERABLES: [DELIVERABLES]]

[5. PRE-EXISTING MATERIALS: [INDEPENDENT CONTRACTOR'S PRE-EXISTING MATERIALS]]