

# Sample Independent Contractor Contract — Page 1 of 2

with

\_\_\_\_\_  
(Name of Church Corporation)

\_\_\_\_\_  
(Address)

**This form is to be used for services to be performed by an *individual*. It is not to be used to contract services by a *corporation or other business association*. No work shall be performed until this contract is fully *completed* and approved by all parties. Any work performed prior to such date is at contractor's sole risk that payment will not be approved.**

Name and Social Security # of Contractor:

\_\_\_\_\_

Address & Phone No:

\_\_\_\_\_

Trade, Business or Profession:

\_\_\_\_\_

Other major clients (Do not include service as an employee):

\_\_\_\_\_

Is the Contractor *in any way related* to any employee of Church Corporation (i.e., related by blood or marriage, business associate, partner, or employment relationship)? \_\_\_\_\_ If so, to whom and what relationship? \_\_\_\_\_

Church Corporation hereby contracts with Contractor, and Contractor agrees to perform the following services in accordance with the terms and conditions outlined in this Contract. If appropriate, attach a copy of any additional terms. This copy must be dated and initialed by both parties hereto and shall be incorporated herein by reference: \_\_\_\_\_

Will Church Corporation set Contractor's working hours; determine work site; or control the day-to-day details of the services? \_\_\_\_\_

Contractor shall begin work on \_\_\_\_\_, 20\_\_\_\_ and complete work by \_\_\_\_\_, 20\_\_\_\_\_.

Contractor will perform services in accordance with this contract at \_\_\_\_\_.

Will Church Corporation provide Contractor's working space, materials, or equipment?  
\_\_\_\_\_ If yes, specify which: \_\_\_\_\_

Are expenses to be reimbursed by Church Corporation? \_\_\_\_\_ If yes, list type and  
maximum dollar amount for each expense: \_\_\_\_\_

Church Corporation shall pay Contractor a firm and fixed fee of \$ \_\_\_\_\_  
for the satisfactory completion of all work. The total fee paid shall not exceed this amount and  
excludes any expenses. The fee shall be paid (check one only):

\_\_\_\_\_ (A) In a lump-sum payment on \_\_\_\_\_ or

\_\_\_\_\_ (B) In installment payments on the following schedule: \_\_\_\_\_

Signatures:

\_\_\_\_\_  
Contractor (Also Sign Page 2) Date

\_\_\_\_\_  
Church Corporate Officer Date

\_\_\_\_\_  
Title

## Terms and Conditions — Page 2 of 2

Contractor and Church Corporation agree that Contractor shall perform the services described on PAGE 1 according to the following terms and conditions:

A. **Termination.** This Contract may be terminated by either party upon ten (10) days' written notice. Upon termination, a written report of work completed and the status of the project, including all materials completed or in progress, research findings or other products previously produced by the Contractor, shall become the property of Church Corporation and shall immediately be delivered by Contractor to Church Corporation. In the event of cancellation of this Contract, any amounts previously advanced to Contractor for which satisfactory work has not been completed shall be refunded to Church Corporation, and Contractor shall release to Church Corporation all copies and all rights to all of the written materials produced under this Contract. Immediately upon any cancellation notice, Contractor shall not perform any further work, and Church Corporation shall not make any further payment.

B. **Time Devoted by Contractor.** It is understood and agreed that Contractor will spend a sufficient number of hours in fulfilling the duties and obligations under this Contract. The particular amount of time may vary from day-to-day and week-to-week.

C. **Payment.** The fee for the work is stipulated on PAGE 1 and is payable according to the terms specified therein.

D. **Independent Contractor.** Both Church Corporation and Contractor understand and agree that Contractor is at all times and shall remain an independent contractor in the performance of the duties under this Contract and shall not be considered an agent, employee, partner of, or joint venturer or joint employer with Church Corporation. Contractor hereby acknowledges that she/he is an independent contractor and has no authority to represent, obligate, or bind Church Corporation in any manner or to any extent. Contractor is to do work according to Contractor's best judgment and methods, without being subject to the control of Church Corporation except as to the quality of the final product. Because Church Corporation will not control the manner of performing services, it will not be liable for the negligence of Contractor or Contractor's employees or agents, and Contractor will indemnify Church Corporation for any claims resulting therefrom, including attorney's fees. Contractor will determine the time and place for doing the work consistent with the responsibilities described. Except as otherwise provided on PAGE 1, Contractor will provide the required working space, equipment, materials, and assistance at Contractor's own expense. Under this Contract, there will be no deductions for withholding income or Social Security taxes, and Contractor shall file all applicable tax returns and pay all taxes due thereon. Church Corporation will not obtain Worker's Compensation Insurance or State Unemployment Insurance for Contractor or Contractor's employees. Contractor will not be eligible for, or entitled to, any benefits normally provided for employees of Church Corporation.

E. **Confidential Information.** Contractor agrees that any information received by Contractor during any activities under this Contract, which concerns the personal, financial, or other affairs of Church Corporation, will be treated by Contractor in full confidence and will not be revealed to any other persons, firms, or organizations.

F. **Indemnity.** Contractor hereby agrees that all work and services performed and all personnel provided and/or hired under this Contract (with exception of employees of Church Corporation) shall be covered by Contractor's worker's compensation insurance and general liability insurance, and that Contractor shall be solely responsible for and shall indemnify, hold harmless, and defend Church Corporation with respect to any and all actions, suits, causes of action, or damages based upon or arising out of any work performed hereunder by Contractor or any person hired by Contractor.

G. **Approvals and Changes.** Church Corporation shall have the right of review, and approval, or disapproval at all stages of the services to be delivered under this Contract.

H. **Title/Ownership.** Contractor understands and agrees that title to all items prepared and produced by Contractor for Church Corporation under this Contract shall be solely the property of Church Corporation, and Contractor shall have no right or interest therein. Further, all materials of whatever kind are works made for hire under federal law; all rights for publication will be held by Church Corporation; and the copyright will be owned by Church Corporation. Without limiting the generality of the foregoing, Church Corporation shall own all rights in and to all items prepared and any programs, products, and files that result or are derived therefrom. As applicable, Contractor understands and authorizes his or her voice and/or image to be projected on the audio/video recordings produced for Church Corporation under this Contract.

I. **Entire Agreement.** This Contract represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, representations, and writings between the parties relating hereto. No modification, alteration, waiver, or change in any of the terms of this Contract shall be valid or binding upon the parties hereto unless expressed in writing signed by both parties. This Contract shall be deemed to be fully understood, satisfactory, and in effect when signed by all parties indicated below but shall not be binding on Church Corporation until approved by its appropriate officials.

J. **Governing Law and Venue.** It is understood and agreed by the parties that this Contract shall be construed in accordance with the laws of \_\_\_\_\_ (state where Church Corporation is located) and that any litigation in connection with this Agreement shall be determined by a court proceeding in \_\_\_\_\_ (city and state where Church Corporation is located).

**These Terms Have Been Read and Agreed to By:**

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Contractor Date

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Church Corporate Officer Date

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Title