

Contract with an Independent Contractor

AGREEMENT entered into as of the _____ day of _____, 20____, between SearcherMag.Net
located at www.searchermag.net (hereinafter referred to as the "Designer")
and _____, located at _____
(hereinafter referred to as the Contractor).

The Parties hereto agree as follows:

1. Services to be Rendered. The Contractor agrees to perform the following services for the Designer:

If needed, a list of procedures, diagram, or plan for the services shall be attached to and made part of this Agreement.

2. Schedule. The Contractor shall complete the services pursuant to the following schedule: _____

3. Fee and Expenses. The Designer shall pay the Contractor as follows:

- Project rate \$_____
- Day rate \$_____/ day
- Hourly rate \$_____/ hour
- Other _____ \$_____

The Designer shall reimburse the Contractor only for the expenses listed here _____

Expenses shall not exceed \$_____. The Contractor shall provide full documentation for any expenses to be reimbursed, including receipts and invoices. An advance of \$_____ against expenses shall be paid to the Contractor and recouped when Payment is made pursuant to Paragraph 4.

4. Payment. Payment shall be made: at the end of each day upon completion of the project within thirty (30) days of Designer's receipt of Contractor's invoice.

5. Cancellation. In the event of cancellation, Designer shall pay a cancellation fee under the following circumstances and in the amount specified: _____

6. Warranties. The Contractor warrants as follows:

- (A) Contractor is fully able to enter into and perform its obligations pursuant to this Agreement.
- (B) All services shall be performed in a professional manner.
- (C) If employees or subcontractors are to be hired by Contractor they shall be competent professionals.
- (D) Contractor shall pay all necessary local, state, or federal taxes, including but not limited to withholding taxes,

(E) Any other criteria for performance are as follows:

7. Rights. If the services rendered by the Contractor result in work(s) that can be protected by copyright, trademark, or other forms of intellectual property, the Client shall have the following rights of usage or ownership in these work(s): _____

8. Insurance. The Contractor shall maintain in force the following insurance: _____

9. Relationship of Parties. Both parties agree that the Contractor is an independent contractor. This Agreement is not an employment agreement, nor does it constitute a joint venture or partnership between the Designer and Contractor. Nothing contained herein shall be construed to be inconsistent with this independent contractor relationship.

10. Assignment. This Agreement may not be assigned by either party without the written consent of the other party hereto.

11. Arbitration. All disputes shall be submitted to binding arbitration before _____ in the following location _____ and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$_____ shall not be subject to this arbitration provision.

12. Miscellany. This Agreement constitutes the entire agreement between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that oral authorizations of additional fees and expenses shall be permitted if necessary to speed the progress of work. This Agreement shall be binding on the parties, their heirs, successors, assigns, and personal representatives. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have signed this as of the date first set forth above.

Designer _____

Contractor _____
Company Name

By _____
Authorized Signatory