

# Sample Independent Contractor Agreement

This sample agreement should be reviewed and approved by your attorney prior to use

This Independent Contractor Agreement ("Agreement") is entered into effective \_\_\_\_\_  
between \_\_\_\_\_ ("Ministry") and \_\_\_\_\_  
("Contractor").

*Effective date*

*Ministry name* *Contractor*

In mutual consideration of promises contained herein, the parties agree as follows:

1. **Services.** Ministry appoints Contractor, and Contractor accepts such appointment, to provide to certain services which include:

\_\_\_\_\_

*Detailed explanation of services*

2. **Compensation.** As compensation for Services rendered by Contractor, Ministry agrees to pay Contractor as follows:

\_\_\_\_\_

*Details of compensation*

3. **Length of Term.** This Agreement will begin on the Effective Date and end \_\_\_\_\_, subject to the following:

\_\_\_\_\_

*Include any additional provisions that relate to the terms of the agreement*

4. **Contractor's Representations and Warranties.** Contractor represents and warrants to Ministry that:
- a. Contractor has the skill, experience, and qualifications to perform the Services, and shall perform the Services in a professional, timely, reliable, and workmanlike manner in accordance with generally recognized industry standards for similar services.
  - b. Contractor shall perform the Services in compliance with all applicable federal, state, and local laws and regulations.
  - c. Contractor acknowledges and agrees that the Services shall be provided as an independent contractor. As an independent contractor, Contractor acknowledges and agrees that (i) Ministry will not withhold any federal, state, or local income taxes, payroll taxes, or similar taxes from payments to Contractor, and the payment of all such taxes is the sole responsibility of Contractor; (ii) Contractor will not be considered an employee with regard to any unemployment or workers' compensation\* or similar laws, statutes, or regulations; and (iii) Contractor is not entitled to receive any fringe benefits, retirement benefits, or other employee benefits of any kind from Ministry.
  - d. Contractor indemnifies and holds harmless Ministry from any and all damages, liabilities, costs, penalties, or expenses (including attorney's fees) suffered or incurred by Ministry in connection with (i) Contractor's failure to timely pay any income taxes, self-employment taxes, payroll taxes, or other taxes due as a result of Services provided by Contractor; and (ii) the performance by Contractor of the Services.
  - e. Contractor agrees that it will notify [Ministry Name] immediately in writing in the event Contractor believes that its services can no longer be performed as an independent contractor, but instead must be performed as an employee of [Ministry Name].
  - f. Upon termination of this Agreement, Contractor shall return all documents or other tangible property or assets that belong to Ministry or its customers.

5. **Insurance.** During the term of this Agreement, Contractor shall maintain in force adequate commercial general liability, errors and omissions, professional liability (when applicable), workers' compensation\* and other forms of insurance, with insurers reasonably acceptable to Ministry. Contractor also shall require any of its subcontractors to maintain adequate insurance. *Note: Your local attorney and insurance agent can provide guidance about insurance requirements and appropriate limits.*
6. **Indemnification.** CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MINISTRY (INCLUDING MINISTRY'S AGENTS, EMPLOYEES, AND REPRESENTATIVES) FOR ANY AND ALL CLAIMS ARISING OUT OF ANY INJURY OR DAMAGE INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, PERSONAL INJURY, EMOTIONAL INJURY, OR PROPERTY DAMAGE WHICH MAY RESULT TO ANY PERSON OR ORGANIZATION BECAUSE OF THE PERFORMANCE BY CONTRACTOR OR ANY OF CONTRACTOR'S EMPLOYEES, CONTRACTORS, OR OTHER AGENTS, EXCEPT TO THE EXTENT THAT SUCH INJURY OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE MINISTRY (INCLUDING AGENTS, EMPLOYEES AND REPRESENTATIVES).
7. **Copyright.** (OPTIONAL: Some agreements include copyright provisions if applicable.)
8. **Ownership of Work Product/Intellectual Property.** (OPTIONAL: Some agreements include ownership of work product and intellectual property if applicable.)
9. **Privacy:** (OPTIONAL: Some agreements include privacy provisions if applicable.)
10. **Confidentiality.** Contractor acknowledges that it may have access to information that is treated as confidential and proprietary by Ministry, including, without limitation, all trade secrets, trademarks, copyrights and intellectual property rights, marketing information and distribution methods, member lists, donor information, employee and financial information, privileged communications and work product, and any other information not generally known to the public ("Confidential Information"). Contractor further acknowledges that this Confidential Information has special and unique value in enabling Ministry to succeed in all aspects of its ministry. Accordingly, Contractor agrees not to disclose, directly or indirectly, any Confidential Information to any third party or to use Confidential Information for Contractor's own purposes or for the benefit of any third party.
11. **Conflict of Interest:** (OPTIONAL: Some agreements include a provision on conflicts of interest if applicable.)
12. **Return or Destruction of Proprietary Information.** (OPTIONAL: Some agreements include provisions relating to return or destruction of propriety information if applicable.)
13. **Contractor's Employees.** Contractor shall require each of its employees, contractors, subcontractors, and agents to execute written agreements securing for Ministry the rights provided for in this Agreement prior to any Services under this Agreement.
14. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement shall not be assigned by either party without the written consent of the other party.
15. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the enforceability of any other provisions of this Agreement, and all remaining provisions shall remain in full force and effect for the duration of this Agreement.
16. **Notices.** All notices, requests, demands, or other communications shall be in writing and delivered in person or by private courier, by registered or certified mail, postage prepaid, or by facsimile, and addressed as follows: If to Contractor: \_\_\_\_\_; If to Ministry: \_\_\_\_\_  
*Insert Contractor name and address* *Insert Ministry name and address*
17. **Attorney Fees.** In the event litigation, proceedings or other means are necessary to prevent, or result from, any breach, or threatened breach, of this Agreement and its provisions, the prevailing party in such actions shall reimburse and be liable to the other party for all costs and expenses reasonably incurred by the prevailing party including, but in no way limited to, reasonable attorney fees and court costs.

18. **Integration.** This Agreement, together with any exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement, and supersedes all prior and contemporaneous oral or written understandings, agreements, representations, and warranties.

19. **Dispute Resolution.** (CHOOSE OPTION 1 OR 2)

**Option 1.** Both parties agree that any issues or disputes arising out of the application of this Agreement shall be submitted to mediation and/or arbitration for resolution. If Contractor and Ministry cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel for resolution according to the rules of the American Arbitration Association.

**Option 2.** The parties agree that any claim or dispute arising from or related to this Agreement shall be settled by biblically based mediation and, if necessary, legally binding arbitration in accordance with rules outlined by the Institute for Christian Conciliation. Judgment upon any arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

20. **Amendments.** This Agreement may be amended only by written agreement of the parties.

21. **Counterparts.** This Agreement may be executed in several counterparts, each deemed as original, but all of which together shall constitute one and the same instrument.

22. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without reference to its choice of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered by their authorized representatives to be effective as of the Effective Date.

“ \_\_\_\_\_ ”  
Ministry name

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

“ \_\_\_\_\_ ”  
Contractor name

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_

*This is a sample document only. Your organization is responsible for compliance with all applicable laws. Accordingly, this form should not be used or adopted by your organization without first being reviewed and approved by an attorney licensed in your state. Brotherhood Mutual Insurance Company assumes no liability in the preparation and distribution of this sample form.*

*\*Workers' compensation law varies significantly from state to state. Nothing in this sample template should be construed as an interpretation of any state's workers' compensation law or requirements.*