

Independent Contractor Agreement — State of Tennessee

State of Tennessee

Client: _____

Contractor: _____

Compensation: _____ (Flat Fee)

Start Date: _____

PARTIES & EFFECTIVE DATE

This Independent Contractor Agreement ("Agreement") is entered into and made effective as of _____, by and between _____ ("Client"), of _____, and _____ ("Contractor"), of _____.

SCOPE OF SERVICES

SERVICES TO BE PERFORMED: Contractor agrees to perform the following services and scope of work for the Client: _____. Contractor shall determine the method, details, and means of performing the services, and Client shall not control the manner or methods of execution.

CONTRACT TERM & TERMINATION

TERM: This Agreement shall commence on the effective date of _____. It shall continue on an ongoing basis until terminated by either party. Either Client or Contractor may terminate this Agreement at any time, with or without cause, by providing at least 14 days' written notice to the other party.

COMPENSATION & BILLING

COMPENSATION: Client shall pay Contractor a flat fee of _____ for the successful completion of the services and deliverables described in this Agreement.

INVOICING & PAYMENT: Contractor shall submit invoices to Client on a _____ basis. Client shall pay all undisputed invoice amounts within thirty (30) days of receipt of the invoice. If any invoice is disputed, Client shall notify Contractor immediately, and the parties shall work in good faith to resolve the issue.

EXPENSES: Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement, including travel, equipment, licensing, and professional insurance.

INDEPENDENT CONTRACTOR RELATIONSHIP

INDEPENDENT CONTRACTOR STATUS: Contractor is engaged solely as an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee, partnership, or joint venture relationship. Contractor shall not be entitled to any employee benefits, retirement plans, health insurance, paid leave, or worker compensation coverage provided by Client. Contractor is solely responsible for paying all federal, state, and local taxes, including self-employment taxes (Form 1099 reporting). Contractor acknowledges that Contractor is not covered under state unemployment insurance or workers' compensation through Client.

INTELLECTUAL PROPERTY RIGHTS

INTELLECTUAL PROPERTY: All work product, deliverables, copyrights, and patents created or developed by Contractor under this Agreement shall belong exclusively to Client as a "work-made-for-hire" under United States copyright law. Contractor hereby assigns all rights, title, and interest in such deliverables to Client.

CONFIDENTIALITY & NON-DISCLOSURE

CONFIDENTIALITY: No specific confidentiality restrictions are established under this Agreement, except as required by applicable trade secret laws.

GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

If any court determines that any provision of this Agreement is invalid or unenforceable, such provision shall be modified to the minimum extent necessary, and the remaining terms shall continue in full force.

STATE-REQUIRED PROVISIONS

**TENNESSEE 20-FACTOR INDEPENDENT CONTRACTOR TEST (TENN. CODE ANN. § 50-7-207):
CONTRACTOR OPERATES AN INDEPENDENT BUSINESS AND EXERCISES AUTONOMOUS
CONTROL OVER THE MEANS AND METHODS OF SERVICES.**

SIGNATURES

Entity Name: _____

By: _____

Authorized Signatory Signature

Representative: Client / Hiring Representative

Title: _____

Date: _____

Entity Name: _____

By: _____

Authorized Signatory Signature

Representative: Contractor / Service Provider

Title: _____

Date: _____