

**Independent Contractor Agreement**

This Agreement is made between Co-Dependents Anonymous (CoDA) (“Client”), with a principal place of business at P.O. Box 33577, Phoenix, AZ 85067, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”), with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**1. Services to Be Performed**

Contractor agrees to perform the following services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ according to the terms of payment set forth below.

**3. Terms of Payment**

\_\_\_\_\_\_Upon completion of Contractor’s services under this Agreement, Contractor will submit an invoice. Client will pay Contractor the compensation described within 30 days after receipt.

OR

\_\_\_\_\_\_Contractor will invoice Client on a monthly basis for all work performed during the previous invoice period. Invoices will be submitted on Contractor’s letterhead specifying an invoice number, the dates covered in the invoice, the time expended, and the work performed (in summary). Client will pay Contractor the amount due within 30 days after receiving Contractor’s invoice.

**4. Expenses**

Unless otherwise noted in an amendment to this Agreement, contractor will be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses, and other compensation paid to employees or contract personnel Contractor hires to complete the work under this Agreement.

**5. Materials, Equipment, and Office Space**

Contractor will furnish all materials, tools, and equipment used to provide the services required by this Agreement.

**6. Independent Contractor Status**

Contractor is an independent contractor, and neither Contractor nor Contractor’s employees or contract personnel are, or will be deemed, Client’s employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

* Contractor has the right to perform services for others during the term of this Agreement.
* Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
* Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
* Services required by this Agreement will be performed by Contractor or Contractor’s
employees or contract personnel; Client will not hire, supervise, or pay assistants to help
contractor.

**7. Business Permits, Certificates, and Licenses**

Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

**8. State and Federal Taxes**

Client will not:

* withhold FICA (Social Security and Medicare taxes) from Contractor’s payments or make

 FICA payments on Contractor’s behalf

* make state or federal unemployment compensation contributions on Contractor’s behalf, or withhold state or federal income tax from Contractor’s payments.
* Contractor will pay all taxes incurred while performing services under this Agreement—

 including all applicable income taxes and, if Contractor is not a corporation, self-
 employment (Social Security and Medicare) taxes. Upon demand, Contractor will
 provide Client with proof that such payments have been made.

**9. Fringe Benefits**

Contractor understands that neither Contractor nor Contractor’s employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client. If Contractor is subsequently classified by the IRS as a common law employee, Contractor expressly waives his or her rights to any benefits to which he or she was, or might have become, entitled.

**10. Workers’ Compensation**

Client will not obtain workers’ compensation insurance on behalf of Contractor or Contractor’s employees or contract personnel. Contractor will provide Contractor’s employees and contract personnel with workers’ compensation insurance to the extent required by law and provide Client with a certificate of workers’ compensation insurance, if requested. Contractor agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of Contractor or any Contractor’s employees or contract personnel.

**11. Unemployment Compensation**

Client will make no state or federal unemployment compensation payments on behalf of Contractor or Contractor’s employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

**12. Insurance**

Client will not provide any insurance coverage of any kind for Contractor or Contractor’s employees or contract personnel. Contractor is expected to maintain a broad form of commercial general liability insurance. Contractor will indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

**13. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earliest of:

• the date Contractor completes the services required by this Agreement

• the date a party terminates the Agreement as provided below.

**14. Terminating the Agreement**

This Agreement may be terminated:

• without cause, by 30 days’ prior written notice by either party, or

• with cause, immediately upon material breach of any term of this Agreement by either

 party.

Client shall promptly pay Contractor for services performed before the effective date of termination. Client shall not owe Contractor compensation for any services performed following such date.

**15. Exclusive Agreement**

This Agreement (including any attached exhibits) is the entire Agreement between Contractor and Client.

**16. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

**17. Confidentiality**

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client’s prior written permission except to the extent necessary to perform services on Client’s behalf.

Proprietary or confidential information includes:

* the written, printed, graphic, or electronically recorded materials furnished by Client for

 Contractor to use,

* any written or tangible information stamped “confidential,” “proprietary,” or with a similar legend or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, pricing information,
* information belonging to customers and suppliers of Client about which Contractor gained knowledge as a result of Contractor’s services to Client, and
* other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor will not be restricted in using any material that is publicly available, already in Contractor’s possession prior to commencement of Contractor’s provision of services to Client, known to Contractor without restriction, or rightfully obtained by Contractor from sources other than Client.

Upon termination of Contractor’s services to Client, or at Client’s request, Contractor will deliver to Client all materials in Contractor’s possession relating to Client’s business.

Contractor acknowledges that any breach or threatened breach of this clause will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client will be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of this clause. Such equitable relief will be in addition to Client’s rights and remedies otherwise available at law.

**18. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in the metropolitan Phoenix, Arizona area. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in the metropolitan Phoenix, Arizona area. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

**19. Applicable Law and Jurisdiction**

This Agreement will be governed by the laws of the state of Arizona and any disputes arising from it must be handled exclusively in the federal and state courts located in Maricopa County, Arizona.

**20. Notices**

All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

• when delivered personally to the recipient’s address as stated on this Agreement

• three days after being deposited in the United States mail, with postage prepaid to the

 recipient’s address as stated on this Agreement, or

• when sent by fax or electronic mail, such notice is effective upon receipt, provided the recipient delivers a written confirmation of receipt.

**21. No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client’s behalf, unless otherwise stated.

**22. Assignment**

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client’s prior written approval.

**Signatures** *(This agreement may be signed by an electronic or digital signature.)*

***CoDA***: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By (signature):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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***Contractor:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By (signature):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Taxpayer ID Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_