



# 2022 Independent Contractor Agreement

Sophie Mesters | DesignbyDutchess.com  
482 Church Hill Road, Kintnersville, PA 18930

## CLIENT:

date:

This Independent Contractor Agreement is made effective as of \_\_\_\_/\_\_\_\_/2022, by and between \_\_\_\_\_ and **Sophie Mesters** of 482 Church Hill Road, Kintnersville, PA 18930. In this Agreement, the party who is contracting to receive the services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Contractor".

1. DESCRIPTION OF SERVICES. Beginning on (\_\_\_\_/\_\_\_\_/2022), Contractor will provide the following services (collectively, the "Services"):
2. PAYMENT FOR SERVICES. Client will pay compensation to Contractor for the Services in the amount of **\$80/hr**. This compensation shall be payable 50% of estimate due on project start date, and balance due upon completion of the Services. If the project work time goes over two weeks, the Services to be paid on a bi-weekly basis (1st & 15th of each month).
3. TERM/TERMINATION. This Agreement shall terminate automatically on **2023**.
4. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.
5. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Contractor in connection with the Services shall be the exclusive property of Client. Contractor may use Work Product in portfolio (website & advertising).
6. CONFIDENTIALITY. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.
7. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
8. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
9. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Pennsylvania.
10. SERVICE LIMITATIONS/ EXTENTIONS: The estimate is the average amount of time a project like the client requested takes. Final bill will be based off time spent and can be more or less than the estimate. Things like edits, changes, complexity add time.
11. CANCELLATION. If Client is not satisfied with the Contractor's deliverables and discontinues project under any terms, the Client is still responsible for the TOTAL amount of the services. Under specific circumstances this can be amended between Client and Contractor specific terms.

**PARTY CONTRACTING SERVICES:** By: \_\_\_\_\_

Client Name Typed Here: \_\_\_\_\_

**PARTY PROVIDING SERVICES: Sophie Mesters** By:  \_\_\_\_\_

DesignbyDutchess | Founder and CCO