



Legal Contracts Workshop - Worksheet

CONTRACT TEMPLATE	EXPLANATION + TIPS
<p style="text-align: center;">INDEPENDENT CONTRACTOR AGREEMENT</p> <p>This Independent Contractor Agreement (the “Agreement”) is entered into as of June 8, 2017 (the “Effective Date”) by and between Jane Doe, an individual (the “Contractor”), and Lawgood, a Pennsylvania partnership (the “Company,” and together with the Contractor, the “Parties”).</p>	<p>Tells us <i>who</i> is a part of this contract and <i>when</i> all the rights and obligations in it become alive.</p> <p><i>It's between Jane Doe & Lawgood and it goes into effect on June 8, 2017.</i></p> <p><u>Tips:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> The date doesn't have to be date that you sign. You can agree to have the contract go in force later.
<p style="text-align: center;">RECITALS</p> <p>WHEREAS, the Company wishes to engage the Contractor as an independent contractor for the Company for the purpose of completing certain specified tasks on the terms and conditions set forth below; and</p> <p>WHEREAS, the Contractor wishes to provide the Services (as defined below) in accordance with the terms of this Agreement; and</p> <p>WHEREAS, each Party is duly authorized and capable of entering into this Agreement.</p> <p>NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:</p>	<p>Sets the stage for whoever is reading the contract by providing background info.</p> <p><i>Lawgood wants to hire Jane Doe to do this project and Jane Doe wants to do it.</i></p> <p><u>Tips:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> This section is not intended to create any rights or obligations, but should still accurately state the facts.
<p style="text-align: center;">I. SERVICES</p> <p>1.1 The Company hereby engages the Contractor, and the Contractor hereby accepts such engagement, as an independent contractor to provide certain services to the Company on the terms and conditions set forth in this Agreement.</p> <p>1.2 The Contractor shall provide to the Company the services set forth on Schedule 1 (the “Services”).</p> <p>1.3 The Company shall not control the manner or means by which the Contractor performs the Services, including but not limited to the time and place the Contractor performs the Services.</p>	<p>Lays out what the Contractor is required to do. The details are in a “<i>Schedule</i>”, which is just another word for a list. It's done this way because it's easier to draft/read/change.</p> <p><i>Lawgood is hiring Jane Doe to do all the things listed on the Schedule.</i></p> <p><u>Tips:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> If the Contractor needs to hire other people to complete the project, make sure you include that here.
<p style="text-align: center;">II. TERM</p> <p>The term of this Agreement shall commence on as of the date set forth above and shall continue until the Services have been completed, unless earlier terminated in accordance with 9 (the “Term”). Any extension of the term will be subject to mutual written agreement between the parties.</p>	<p>Tells us how long this project & relationship is supposed to last.</p> <p><i>This contract will exist until the project is finished.</i></p> <p><u>Tips:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Can be structured in may different ways, such as: <ul style="list-style-type: none"> o A period of time (e.g., 6 months); o The shorter of XX months and when the project finishes; or o Automatically renew for a new term if there is no prior notice that it won't be renewed.
<p style="text-align: center;">III. FEES & EXPENSES</p> <p>3.1 As full compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay the</p>	<p>Gives the amount to be paid for the work and when it should be paid. Also gives who should be paying for expenses/costs.</p>

<p>Contractor a rate of \$100 USD per hour (the “Fee”), payable on completion of the Services to the Company’s satisfaction.</p> <p>3.2 The Contractor is solely responsible for any travel or other costs or expenses incurred by the Contractor in connection with the performance of the Services, and in no event shall the Company reimburse the Contractor for any such costs or expenses.</p> <p>3.3 The Company shall pay all undisputed Fees within 30 days after the Company’s receipt of an invoice submitted by the Contractor.</p>	<p><i>Lawgood will pay Jane \$100/hr within 30 days after receiving an invoice. Jane is responsible for all of her own expenses & costs.</i></p> <p><u>Tips:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> If it’s project based, include a mechanism for how to determine additional compensation if the project is changed or expanded. <input type="checkbox"/> If compensation is based on milestones, include a very clear timeline. <input type="checkbox"/> <u>For Company:</u> For fees, consider adding a limit where IC must notify you before continuing work. <input type="checkbox"/> <u>For IC:</u> For fees, consider whether any of the payment should be paid in advance. <input type="checkbox"/> <u>For IC:</u> For expenses, make sure you consider any expenses that you want covered by the client. <input type="checkbox"/> <u>For IC:</u> For payment, consider adding a penalty fee if the client company doesn’t pay on time.
<p>IV. RELATIONSHIP OF THE PARTIES</p> <p>4.1 The Contractor is an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between the Contractor and the Company for any purpose. The Contractor has no authority (and shall not hold himself or herself out as having authority) to bind the Company and the Contractor shall not make any agreements or representations on the Company’s behalf without the Company’s prior written consent.</p> <p>4.2 Without limiting Section 4.1, the Contractor will not be eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker’s compensation insurance on the Contractor’s behalf. The Contractor shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest. Any persons employed by the Contractor in connection with the performance of the Services shall be the employees of the Contractor and the Contractor shall be fully responsible for them.</p>	<p>Makes clear that the Contractor is hired as an IC, not as an employee. There is a huge difference in responsibilities between the two, so it lays out who is responsible for what.</p> <p><i>Jane is an IC, not an employee of Lawgood. She can’t speak for Lawgood on anything unless the Company gives her permission. Jane won’t be getting any benefits like health insurance, vacation, retirement, etc. from Lawgood. She is responsible for her own taxes.</i></p> <p><u>Tips:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> State laws can differ on what makes an employee vs. an IC. Make sure you review your state laws not only for contract purposes, but also to make sure you act accordingly during your relationship.
<p>V. INTELLECTUAL PROPERTY RIGHTS</p> <p>5.1 The Company is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement (collectively, the “Deliverables”), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively “Intellectual Property Rights”) therein. The Contractor hereby irrevocably assigns to the Company, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.</p> <p>5.2 Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as “moral rights” (collectively, “Moral Rights”). The Contractor hereby irrevocably waives, to the extent permitted by applicable law, any and all claims the Contractor may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables.</p> <p>5.3 Upon the request of the Company, the Contractor shall</p>	<p>Covers who owns whatever comes out of this project.</p> <p><i>Lawgood owns all the rights to anything that comes out of this project. Jane will help make sure that remains the case by doing whatever necessary. Jane can’t use Lawgood’s trademark or logo for anything.</i></p> <p><u>Tips:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>For Company:</u> If the agreement is that you will own everything that comes out of this project, make sure you add the obligation that the Contractor will help you to ensure that’s always the case. <input type="checkbox"/> <u>For IC:</u> If you want to re-use any templates, programs, etc. for other clients or use them as models to prepare similar works for others, pay close attention to this section and negotiate accordingly.

promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the Company to prosecute, register, perfect, record or enforce its rights in any Deliverables. In the event the Company is unable, after reasonable effort, to obtain the Contractor's signature on any such documents, the Contractor hereby irrevocably designates and appoints the Company as its agent and attorney-in-fact, to act for and on his or her behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property protected related to the Deliverables with the same legal force and effect as if the Contractor had executed them. The Contractor agrees that this power of attorney is coupled with an interest.

5.4 The Contractor has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables. The Contractor has no right or license to use the Company's trademarks, service marks, trade names, trade names, logos, symbols or brand names.

VI. CONFIDENTIALITY

6.1 The Contractor acknowledges that he or she will have access to information that is treated as confidential and proprietary by the Company, including, without limitation, the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, finances, personnel or operations of the Company, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the "Confidential Information"). Any Confidential Information that the Contractor develops in connection with the Services, including but not limited to any Deliverables, shall be subject to the terms and conditions of this Section. The Contractor agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. The Contractor shall notify the Company immediately in the event he or she becomes aware of any loss or disclosure of any Confidential Information.

6.2 Confidential Information shall not include information that: (a) is or becomes generally available to the public other than through the Contractor's breach of this Agreement; (b) is communicated to the Contractor by a third party that had no confidentiality obligations with respect to such information; or (c) is required to be disclosed by law, including without limitation, pursuant to the terms of a court order; *provided* that the Contractor has given the Company prior notice of such disclosure and an opportunity to contest such disclosure.

VII. REPRESENTATIONS & WARRANTIES

7.1 The Contractor represents and warrants to the Company that:

(a) the Contractor has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of his or her obligations in this Agreement;

(b) the Contractor is entering into this Agreement with the Company and his or her performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which the Contractor are subject; and

(c) the Contractor has the required skill, experience and qualifications to perform the Services, the Contractor shall perform the Services in a professional and workmanlike manner in

Provides what kind of information shared during this project needs to be kept secret and by whom.

Jane must keep all confidential info that she learns during this project secret. The only situations where she can tell someone are if the info is already public or if it's legally required.

Tips:

- For IC: If showing the work in your personal portfolio is important to you, make sure you include that or at least add a process where you can get permission.
- For IC: If you plan to share confidential info of your own (i.e., a proprietary process), you should make this section go both ways so that the Company is obligated to keep *your* secrets confidential too.
- For IC: Consider putting a time limit to this confidentiality obligation (e.g., 1-2 years after the project is over).

Facts that have to be _____ when the parties sign the contract.

Lawgood is hiring Jane because she says she has the right skills & experiences, among other things. Jane is entering this contract because Lawgood states that it's a real company.

Tips:

- If anything you say in this section is false, you can be liable for fraud. Make sure it's all accurate.
- For IC: Consider making it clear that you make no guarantees or warranties that the services will achieve a specific result (e.g., increased sales, more users, funding, etc.).

accordance with generally recognized industry standards for similar services and the Contractor shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner.

7.2 The Company hereby represents and warrants to the Contractor that:

(a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

VIII. INDEMNIFICATION

8.1 The Contractor shall defend, indemnify and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from the Contractor's services under this Agreement.

8.2 The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Contractor.

IX. TERMINATION

9.1 The Company may terminate this Agreement without cause upon 30 days' written notice to the Contractor. In the event of termination pursuant to this Section 9.1, the Company shall pay the Contractor on a proportional basis any Fees then due and payable for any Services completed up to and including the date of such termination.

9.2 The Company may terminate this Agreement, effective upon written notice to the Contractor, in the event that the Contractor materially breaches this Agreement;

9.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, the Contractor shall within 5 days after such expiration or termination:

(a) deliver to the Company all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for the Contractor's use by the Company; and

(b) deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information.

9.4 The terms and conditions of this Section 9.4 and Section 4, Section 5, Section 6, Section 7, Section 8, Section 9.3, Section 11, Section 11, and Section 12 shall survive the expiration or termination of this Agreement.

X. OTHER BUSINESS ACTIVITIES

The Contractor may be engaged or employed in any other business, trade, profession or other activity while providing services to the Company, in which case the Contractor agrees to abide by the terms of Section 6 and Section 7.

Tells us who bears the _____ if things go wrong.

Jane takes the risk for anything that goes wrong relating to her services, which may including paying to defend Lawgood or recovering its losses.

Tips:

- For IC: Make sure you know what triggers your obligations here and try to limit them as much as possible, such as:
 - o Making it so that it's only if it's from your *actions* or *breaches* from this contract (not just the services generally).
 - o Excluding anything that was due to the Company's fault (i.e., "gross negligence or willful misconduct").
 - o Limiting your liability to the fees paid by the client.

Tells us (1) _____ can end the contract early, (2) under what _____ and (3) _____.

Only Lawgood can end the contract early. It can end it early for any reason with 30 days' notice OR if Jane breaches the contract with 10 days' notice. When the contract ends, Jane has to give Lawgood all the deliverables/documents and erase any confidential info that she has.

Tips:

- Consider giving both parties the right to get out of this contract with a sufficient notice period. If something not right on either side, it might not be in the best interest of both parties to continue the relationship.

Covers whether the Contractor will be working full-time or part-time for the Company.

Jane can work for other clients at the same time so long as she keeps things confidential, has enough capacity to take it on, and it doesn't violate any other clients' contracts.

	<p><u>Tips:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> For Company: If the Contractor is working part-time but you have specific requirements for how much time you need the Contractor to work on your project, make sure you negotiate and document it here in your contract.
<p>XI. ASSIGNMENT</p> <p>The Contractor shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Company’s prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.</p>	<p>Tells us whether the Contractor or the Company can get a _____ for themselves in this contract.</p> <p><i>Jane can never get a replacement to do the services. Lawgood can get another company to replace itself in this contract.</i></p> <p><u>Tips:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> For Company: If you’re a startup or thinking of a potential merger or acquisition, you want to make sure you can assign this to the “new” company.
<p>XII. MISCELLANEOUS</p> <p>12.1 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.</p>	<p>Tells us how to give “notice”.</p> <p><u>Tips:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Make sure email is included as one of the ways you can give notice! Old templates may not have it.
<p>12.2 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.</p>	<p>Confirms that any agreements relating to this project is all in this contract. Any prior calls, emails, etc. don’t count.</p>
<p>12.3 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.</p>	<p>This contract can’t be changed unless it’s agreed in writing by both sides.</p>
<p>12.4 This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Los Angeles County of California in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.</p>	<p>Confirms which _____ law applies to this contract and if there is a dispute, which _____ you have to sue/be sued in.</p> <p><i>CA law applies to this contract and any lawsuits have to be in Los Angeles County in CA.</i></p> <p><u>Tips:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> For Company: Some state laws are more favorable to companies than individuals, so you may want to consult with a lawyer about the risks/benefits. <input type="checkbox"/> For IC: You’re likely to want to be close to home in the event there is a dispute and you need to go to court.

<p>12.5 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.</p>	<p>Even if a court finds something wrong with a specific section in this contract, it doesn't affect the rest of the contract.</p>
<p>12.6 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.</p>	<p>Each side can sign a separate copy of the contract and send it to each other electronically.</p>
<p>If this letter accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.</p> <p>LAWGOOD</p> <p>BY:</p> <p>Name: Carolyn Fox</p> <p>Title: CEO</p> <p>ACCEPTED AND AGREED:</p> <p>JANE DOE</p> <p>By:</p> <p>Title: Independent Contractor</p> <p>Date: June 8, 2017</p> <p>Federal Tax Id. No./Social Security No.: 123-45-7890</p>	
<p style="text-align: center;">SCHEDULE I SERVICES</p> <p>[DETAIL OF THE PROJECT AND TASKS TO BE DONE]</p>	<p>Description of the project and tasks to be done are listed here.</p> <p><u>Tips:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> You can change or update this together at a later date. <input type="checkbox"/> Dates for completion of work or deliverables should be specified here. <input type="checkbox"/> <u>IC</u>: This is where you can avoid “scope creep”. You want to describe the work sufficiently enough to avoid disputes later on that certain tasks were or were not supposed to be included.

Just a quick note (we have to, we're lawyers!): The legal resources provided in this workshop including this Worksheet are resources for education and informational purposes only and should not take the place of hiring a lawyer. Attending this workshop or using this Worksheet does not create an attorney-client relationship between you and Lawgood or their founders. These resources are designed to make you aware of the key legal needs of your business and provide tools you can use to meet those needs. Lawgood is not a law firm. If you need legal advice, you should hire an attorney.