VIRGINIA INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made between:

Client: _____ with a mailing address of _____ (the "Client"), AND

Contractor: _____ with a mailing address of _____ (the "Contractor").

WHEREAS, the Client intends to pay the Contractor for Services provided, effective _____ (mm/dd/yyyy) (the "Effective Date"), under the following terms and conditions:

1. **Services**. The Contractor agrees to perform the following for the Client:

Hereinafter known as the "Services."

2. **Payment**. In consideration for the Services to be performed by the Contractor, the Client agrees to pay the following: (check one)

☐ - $_____ / Hour.

☐ - $_____ (total) for the Services.

☐ - Other: _____.

The Contractor agrees to be paid: (check one)

☐ - Within _____ (#) days upon delivering an invoice.

☐ - Upon the completion of all Services.

☐ - On a _____ (e.g., weekly, monthly) basis starting from the Effective Date.

☐ - Other: _____.

Completion shall be defined as the fulfillment of Services as described in Section 1 in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld.

3. **Due Date**. The Services provided by the Contractor shall: (check one)

☐ - Be completed by _____ (mm/dd/yyyy).

☐ - NOT have a due date.

☐ - Other: _____.

4. **Termination**. This Agreement shall terminate upon the: (check all that apply)

   ☐ - Completion of the Services provided.

   ☐ - Date of _____ (mm/dd/yyyy).

   ☐ - Other. _____.

5. **Option to Terminate**. The Client and the Contractor shall each: (check one)

   ☐ - Have the option to terminate this Agreement at any time by providing _____ (#) days' written notice.

   ☐ - NOT have the option to terminate this Agreement earlier than the agreed upon terms mentioned in Section 4 unless there is reasonable cause.

6. **Expenses**. The Contractor shall be: (check one)

   ☐ - Reimbursed for ALL expenses related to providing the Services under this Agreement.

   ☐ - Reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement:_____ _____. The Client will be required to reimburse the Contractor within _____ (#) days after receiving an itemized expense statement from the Contractor.

   ☐ - Reimbursed for NO expenses that are attributable, directly or indirectly, to the Services performed under this Agreement. All expenses shall be included as part of the payment mentioned in Section 2 of this Agreement.

7. **Insurance**. The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability (the "Liability Insurance").

   The amount ($) for the Liability Insurance shall: (check one)

   ☐ - Be a minimum amount of combined single limit of $_____.

   ☐ - NOT have a minimum amount required, unless otherwise required by federal, state, or local laws and authorities.

8. **Contractor Status**. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees nor contract personnel are, or shall be deemed, the Client's employees.

9. **Other Business Activity**. The Contractor may engage in other business activities provided, however, that the Contractor shall not during the term of this Agreement solicit the Client's employees, clients, accounts, or other related business endeavors of the Client.

10. **Assignment**. Neither the Client nor the Contractor may assign this Agreement without the express written consent of the other party.

11. **Relationship Defined**. Nothing in this Agreement shall indicate the Contractor is a partner, agent, or employee of the Client.

12. **Business Licenses, Permits, and Certificates**. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any licenses, permits, and certificates necessary to perform the Services under this Agreement.

13. **Final Agreement**. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

14. **Legal Notice**. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail – Return Receipt Requested, postage prepaid, addressed to the party's last known address listed below:

    Client's Address: _____
    Contractor's Address: _____

15. **Indemnification**. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

16. **Governing Law**. This Agreement shall be governed under the laws in the State of Virginia.

17. **Severability**. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

18. **Additional Terms and Conditions**.

    IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Client's Signature: _____ Date: _____

Print Name: _____

Contractor's Signature: _____ Date: _____

Print Name: _____