



1 **Contract with an Independent Contractor on Terms of As-Needed Freelance Projects**

2
3 **AGREEMENT** entered into as of the _____ day of _____, 20____,
4 between (contractor's full name) _____, located at
5 _____
6 _____(hereinafter referred to as the "Contractor") and Grade-M Graphic Design, LLC,
7 7650 S. McClintock Dr., #103-269, Tempe, Arizona 85284 (hereinafter referred to as the
8 "Company") with respect to the completion of certain design, programming, or other such
9 projects (hereinafter referred to as the "Projects").

10
11 The Parties hereto agree as follows:

12 1. **Services to be Rendered.** The Contractor agrees to perform the following services for the
13 Company: Work on various projects on as needed basis when the Contractor is available and
14 willing to take on projects. The Contractor will be paid for each project separately, and the
15 payment will be discussed at the time of beginning of each project. If needed, a list of
16 procedures, diagram, or plan for the services shall be attached to and made part of this
17 Agreement.

18
19 2. **Schedule.** The Contractor shall complete the services pursuant to the following schedule:
20 Each Project will have its own schedule outlined on paper or in an e-mail sent to the Contractor
21 by the Company.

22
23 3. **Fees and Expenses.** The Company shall pay the Contractor as follows (check one):

- 24 Project rate \$_____ total for the entire project
25 Day rate \$_____/ day
26 Hourly rate \$_____/ hour
27 Other: per Project, where each Project may have a different rate

28
29 The Company shall reimburse the Contractor only for the expenses listed here: N/A

30
31 4. **Payment.** Payment shall be made:

- 32 at the end of each day
33 at the end of each week
34 at the end of each month
35 upon completion of the project
36 within thirty (30) days of Company's receipt of Contractor's invoice
37 within fifteen (15) days of the Company's clients payment for this particular project
38 this is an unpaid internship

Contractor's Initials_____ (required on each page)

39 [] this is an unpaid internship with bonuses or commission available for projects or at the end of
40 each month.

41

42 5. **Cancellation.** In the event of cancellation, Contractor shall pay a cancellation fee under the
43 following circumstances and in the amount specified: any fees incurred by the Company to
44 provide the Contractor with necessary information or resources for the Project.

45

46 6. **Warranties.** The Contractor warrants as follows:

47 (A) Contractor is fully able to enter into and perform its obligations pursuant to this Agreement.

48 (B) All services shall be performed in a professional manner.

49 (C) If employees or subcontractors are to be hired by Contractor they shall be competent
50 professionals.

51 (D) Contractor shall pay all necessary local, state, or federal taxes, including but not limited to
52 withholding taxes, workers' compensation, F.I.C.A., and unemployment taxes for Contractor and
53 its employees.

54 (E) Any other criteria for performance are as follows:

55

56

57 7. **Rights.** If the services rendered by the Contractor result in work(s) that can be protected by
58 copyright, trademark, or other forms of intellectual property, the Client shall have the following
59 rights of usage or ownership in these work(s):

60 The Client reserves all the rights to the work, however, the Contractor may display this work in
61 their portfolio, indicating, where necessary, that the work was done for the Company.

62

63 8. **Insurance.** The Contractor shall maintain in force the following insurance: Any and all
64 necessary insurances to produce work for the Company, including liability insurance and health
65 insurance, in order to protect the Company for being liable for any damages under any
66 circumstances.

67

68 9. **Relationship of Parties.** Both parties agree that the Contractor is an independent contractor.
69 This Agreement is not an employment agreement, nor does it constitute a joint venture or
70 partnership between the Designer and Contractor. Nothing contained herein shall be construed to
71 be inconsistent with this independent contractor relationship.

72

73 10. **Assignment.** This Agreement may not be assigned by either party without the written
74 consent of the other party hereto.

75

76 11. **Arbitration.** All disputes shall be submitted to binding arbitration before

Contractor's Initials _____ (required on each page)



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f: 877-379-0406	info@grade-m.com	Tempe, Arizona 85284

77 _____ in the following location _____ and
 78 settled in accordance with the rules of the American Arbitration Association. Judgment upon the
 79 arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the
 80 amount at issue is less than \$250 shall not be subject to this arbitration provision.
 81

82 12. **Miscellany.** This Agreement constitutes the entire agreement between the parties. Its terms
 83 can be modified only by an instrument in writing signed by both parties, except that oral
 84 authorizations of additional fees and expenses shall be permitted if necessary to speed the
 85 progress of work. This Agreement shall be binding on the parties, their heirs, successors, assigns,
 86 and personal representatives. A waiver of a breach of any of the provisions of this Agreement
 87 shall not be construed as a continuing waiver of other breaches of the same or other provisions
 88 hereof. This Agreement shall be governed by the laws of the State of Arizona.
 89

90 IN WITNESS WHEREOF, the parties hereto have signed this as of the date first set forth above.
 91

92
 93 Contractor's printed name _____

94 Contractor's Signature _____

95
 96 Date signed ____/____/____
 97

98
 99 By _____
 100

Authorized Signatory

Contractor's Initials _____ (required on each page)