

HYPOTHETICAL: Gertie Goatfriend is main caretaker at a microsanctuary known as Go Go Goats, an unincorporated association dedicated to the care of five disabled goats. As one might imagine, that involves a significant amount of Gertie's time being necessarily dedicated to direct care of their residents, and so Gertie rarely has the time to update social media on their goat residents' stories. They have been referred by a friend from a neighboring sanctuary to Sally Social, who runs a small marketing LLC, and is very skilled with respect to drafting compelling social media posts with great photos and narratives. Sally also happens to be a huge fan of goats! Sally has many other clients but is willing to commit to making regular contributions to Go Go Goats social media posting, at a discounted hourly rate. Gertie's and Sally decide to team up so that Sally can take some of the burden off of Gertie when it comes to social media updates.

This is a **SAMPLE!** Please have this form reviewed by a legal professional in your jurisdiction prior to use!
For more information about [independent contractor versus employee relationships](#), check out [OpenSanctuary.org!](#)

Go Go Goats Independent Contractor Agreement

This Independent Contractor Agreement (hereinafter "Agreement") is made as of September 8, 2021 between **Go Go Goats** with a principal place of business at 1234 Bouncy Lane, Goat Grove, Winnemac 12345 (hereinafter "**GGG**") and Sally Social (hereinafter "Contractor"), with a principal place of business at 1234 Herspace Lane, Media Valley, Winnemac 54321.

RECITALS

WHEREAS, GGG is an unincorporated association operating a microsanctuary dedicated to the providing direct compassionate care and protection to five rescued disabled goats; and

WHEREAS, GGG is interested in sharing the stories of their goat residents as a means of educating the larger public about goat personalities, proper goat care, as well as the larger plight of goats within industrialized farming systems; and

WHEREAS, Contractor is a limited liability corporation organized under the laws of the state of Winnemac, specialized in marketing and social media management; and

WHEREAS, Contractor has a special interest in animal welfare and specifically goats, and in promoting the welfare and well being of goats generally; and

WHEREAS, GGG wishes to engage Contractor in order to perform the services delineated in Section 1 below; and

WHEREAS, GGG and Contractor agree that Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, **GGG's** employees;

NOW THEREFORE in consideration of the mutual promises made herein, **GGG** and Contractor agree as follows:

1. **Services to Be Performed:** Contractor agrees to perform the following services:
 - (a) **Initial Visit:** Visit GGG in order to photograph GGG's residents, with all photographs to be used to be approved in advance of use in writing by GGG. Gather and record background information and ongoing narratives from GGG on each resident.
 - (b) **Weekly Posts:** Create one social media post per week (the "Weekly Post") for eight weeks, or a total of eight Weekly Posts. Each Weekly Post shall consist of one photograph of a GGG resident, and a post of at least 250 words, with general content to be approved in advance by GGG. Contractor shall submit each weekly post to GGG for written approval, and upon receipt of written approval from GGG, shall share the post on GGG's Goatbook, Baastagram, and ClipClop accounts.

2. **Payment:** In consideration for the services to be performed by Contractor, **GGG** agrees to pay Contractor at the following rates:
 - (a) **Initial Visit:** GGG shall pay Contractor at the rate of Twenty (\$20.00) Winnebucks per hour for all time spent photographing and gathering narrative and background about GGG residents.
 - (b) **Weekly Posts:** GGG shall pay Contractor Twenty (\$20.00) Winnebucks per hour for eight social media posts, the "Weekly Posts," which shall be capped at a total of Thirty (\$30.00) Winnebucks per week including any time required for revisions.

Contractor shall be paid within a reasonable time after Contractor submits an invoice to **GGG**. The invoice should include the following:

- An invoice number;
- The dates covered by the invoice;
- And a summary of the work/hours spent performed in that time period.

3. **Expenses:** **GGG** shall reimburse Contractor for the following expenses that are attributable directly to work performed under this Agreement: fuel expenses for travel to and from **GGG**.

In order to be reimbursed for the above listed expenses, Contractor shall submit an itemized statement with receipts of Contractor's Expenses. **GGG** shall pay Contractor within 30 days after receipt of each statement.

4. **Deadline.** Each Weekly Post shall be submitted to **GGG** for approval by 5:00 PM on the Tuesday of the week that it is to be posted. **GGG** shall have 48 hours to review and approve the Weekly Post or suggest revisions. Contractor shall have an additional 24 hours to make the proposed revisions and post the Weekly Post.

5. **Vehicles and Equipment:** Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. **GGG** will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

6. Independent Contractor Status: Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, **GGG's** employees. In its capacity as an independent contractor, Contractor agrees and represents, and **GGG** 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 shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

[✓] Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

[✓] Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by **GGG**.

[✓] The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and **GGG** shall not hire, supervise, or pay any assistants to help Contractor.

[✓] Neither Contractor nor Contractor's employees or contract personnel shall receive any training from **GGG** in the professional skills necessary to perform the services required by this Agreement.

[✓] Neither Contractor nor Contractor's employees or contract personnel shall be required by **GGG** to devote full time to the performance of the services required by this Agreement.

7. Business Licenses, Permits, and Certificates: Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

8. State and Federal Taxes: GGG 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 shall 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) taxes. Upon demand, Contractor shall provide **GGG** 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 **GGG**.

10. Unemployment Compensation: GGG shall 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.

11. Workers' Compensation: GGG shall **NOT** obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide **GGG** with a certificate of workers' compensation insurance before the employees begin the work.

12. Insurance: GGG shall **NOT** provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[] Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$_____ combined single limit per occurrence for bodily injury and property damage.

[] Comprehensive or commercial general liability insurance coverage in the minimum amount of \$_____ combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, Contractor shall provide **GGG** with proof of this insurance and with proof that **GGG** has been made an additional insured under the policies.

13. Indemnification: Contractor shall indemnify and hold **GGG** harmless from any loss or liability arising from performing services under this Agreement.

14. Term of Agreement: This agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date Contractor completes the WORK consisting of eight Weekly Posts; or
- The date either party terminates the Agreement as provided by Section 15 below.

15. Terminating the Agreement: With reasonable cause, either GGG or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- A material violation of this Agreement;
- Committing any act exposing the other party to liability to others for personal injury or property damage;
- **OR** either party may terminate this Agreement at any time by giving 3 days' written notice to the other party of the intent to terminate.

16. Exclusive Agreement: This constitutes the entire Agreement between Contractor and **GGG**.

17. Modifying the Agreement: This Agreement may be modified only by a writing signed by authorized representatives of both parties.

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 Winnemac County, Winnemac. Any costs and fees other than attorney fees associated with the mediation shall 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 Winnemac County, Winnemac. 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. Confidentiality: Contractor acknowledges that it may be necessary for **GGG** to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm **GGG**.

Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of **GGG** without **GGG's** prior written permission except to the extent necessary to perform services on **GGG's** behalf.

Confidential and proprietary information includes:

- The written, printed, graphic, or electronically recorded materials furnished by **GGG** for Contractor to use;
- Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that **GGG** makes reasonable efforts to maintain as confidential;
- Strategic, business or marketing plans or strategies, customer and vendor lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information;
- Information belonging to customers and suppliers of **GGG** about whom Contractor gained knowledge as a result of Contractor's services to **GGG**.

Upon termination of Contractor's services to **GGG**, or at **GGG's** request, Contractor shall deliver to **GGG** all materials in Contractor's possession relating to **GGG's** work.

Contractor acknowledges that any breach or threatened breach of Clause 19 of this Agreement will result in irreparable harm to **GGG** for which damages would be an inadequate remedy.

Therefore, **GGG** shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 19 of this Agreement. Such equitable relief shall be in addition to **GGG's** rights and remedies otherwise available at law.

20. Work Product and Associated Proprietary Information:

- (a) The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs,

inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of **GGG**, and Contractor hereby assigns to **GGG** all right, title and interest therein, including but not limited to all audio visual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of **GGG's** ownership in the Work Product.

- (b) Contractor hereby assigns to **GGG** all right, title, and interest in any and all photographic images and videos or audio recordings made by **GGG** during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- (c) **GGG** will be entitled to use Contractor's name and/or likeness in advertising and other materials.

21. No Partnership: This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on **GGG's** behalf.

22. Assignment and Delegation: Contractor may **NOT** assign, subcontract any rights or delegate any of its duties under this Agreement without **Turkey Love's** prior written approval.

23. Applicable Law. This Agreement will be governed by the law of Winnemac County, Winnemac without giving effect to conflict of laws principles.

24. Notice. Any reference in this Agreement to "written notice" contemplates email delivery of such notice or communication, and email may be relied upon as valid and authentic written communication.

Email notice to **GGG** shall be sent to Gertie@GoGoGoats.Org

Email notice to Contractor shall be sent to Sally@Sally'sSocial.Com

Signatures

GGG: _____
By: Gertie Goatfriend Its: Director

Signature

Date

Contractor: _____
By: Sally Social Its: Partner

Signature

Date