

**HYPOTHETICAL:** Buddy Birdlover is the executive director of a small sanctuary for turkeys, Turkey Love Sanctuary. He is planning a residence for four juvenile large breed turkeys who have been rescued. He has been referred to Belinda Builder, who is well known for making really great homes for birds, including large birds like turkeys. Buddy needs his new turkey home to meet certain specifications, and he needs it by November 1st. Buddy and Belinda agree to work together, and decide on the terms memorialized by the following contract.

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!](#)

## Turkey Love Sanctuary Independent Contractor Agreement

This Independent Contractor Agreement (hereinafter "Agreement") is made as of September 8, 2021 between **Turkey Love Sanctuary** with a principal place of business at 123 Turkey Lane, Turkey Land, Winnemac, 12345 (hereinafter "**Turkey Love**") and **Belinda Builder** (hereinafter "Contractor"), with a principal place of business at 123 Animal Lovers Ave., Turkey Land, Winnemac, 12345.

### RECITALS

**WHEREAS, Turkey Love** is a 501(c)(3) organization organized under the laws of the state of Winnemac exempt from federal tax under section 501(c)(3) of the Internal Revenue Code as most recently amended, dedicated to the protection of rescued turkeys and providing them with loving and compassionate care for the entirety of their lives; and

**WHEREAS,** Contractor is a sole proprietorship specialized in the work of designing and building predator proofed, secure and healthy homes for domesticated birds such as turkeys; and

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

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

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

1. **Services to Be Performed:** Contractor agrees to perform the following services:
  - (a) Design a turkey shelter for four broad breasted white turkeys which shall include a secured sleeping area that is predator proofed, insulated in a fashion so that turkeys cannot access or peck at insulation, and with floor space of approximately four square feet of space at minimum for each bird. The turkey shelter shall have a concrete floor.

- (b) Design an accompanying turkey run which is predator proofed, covered with either overhead roofing or avian netting, and allows sixteen square feet of space at minimum for each bird.
- (c) Design predator proofing for both the shelter and run that shall include buried hardware cloth boundaries, and metal reinforcement for the shelter walls and roof.
- (d) Design nesting boxes that can accommodate the turkey residents within the shelter space.
- (e) Submit proposed design and materials list to **Turkey Love** for written approval.
- (f) Once written approval of the designs and the materials list is received from **Turkey Love**, construct and build the design on a site to be approved by **Turkey Love**.

**2. Payment:** In consideration for the services to be performed by Contractor, **Turkey Love** agrees to pay Contractor at the following rates:

- (a) Five Hundred (\$500.00) Winnebucks upon completion of a design approved by **Turkey Love** in writing.
- (b) One Thousand (\$1000.00) Winnebucks upon completion of the construction of the turkey shelter and run.

Contractor shall be paid within a reasonable time after Contractor submits an invoice to **Turkey Love**. 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:** Contractor shall be responsible for all expenses incurred while performing services under this Agreement, including material costs. This also includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

**4. Deadline.** Work shall be completed by November 1, 2021.

**5. Vehicles and Equipment:** Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. **Turkey Love** 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, **Turkey Love's** employees. In its capacity as an independent contractor, Contractor agrees and represents, and **Turkey Love** 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 **Turkey Love**.

[ ✓ ] The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and **Turkey Love** 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 **Turkey Love** 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 **Turkey Love** 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: Turkey Love 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 **Turkey Love** 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 **Turkey Love**.

**10. Unemployment Compensation: Turkey Love** 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: Turkey Love** 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 **Turkey Love** with a certificate of workers' compensation insurance before the employees begin the work.

**12. Insurance:** **Turkey Love** 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:

**[Check all that apply.]**

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 **Turkey Love** with proof of this insurance and with proof that **Turkey Love** has been made an additional insured under the policies.

**13. Indemnification:** Contractor shall indemnify and hold **Turkey Love** 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 services required by this Agreement, November 1st, 2021 or;
- The date either party terminates the Agreement as provided by Section 15 below.

**15. Terminating the Agreement:** With reasonable cause, either Turkey Love 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 7 days' written notice to the other party of the intent to terminate.

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

**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, any party may take the matter to the relevant court of law located in Winnemac County, Winnemac.

**19. Confidentiality:** Contractor acknowledges that it may be necessary for **Turkey Love** 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 **Turkey Love**.

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

Confidential and proprietary information includes:

- The written, printed, graphic, or electronically recorded materials furnished by **Turkey Love** for Contractor to use;
- Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that **Turkey Love** 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 **Turkey Love** about whom Contractor gained knowledge as a result of Contractor's services to **Turkey Love**.

Upon termination of Contractor's services to **Turkey Love**, or at **Turkey Love's** request, Contractor shall deliver to **Turkey Love** all materials in Contractor's possession relating to **Turkey Love's** work. Contractor acknowledges that any breach or threatened breach of Clause 19 of this Agreement will result in irreparable harm to **Turkey Love** for which damages would be an inadequate remedy. Therefore, **Turkey Love** 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 **Turkey Love'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 **Turkey Love**, and Contractor hereby assigns to **Turkey Love** 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 **Turkey Love's** ownership in the Work Product.
- (b) Contractor hereby assigns to **Turkey Love** all right, title, and interest in any and all photographic images and videos or audio recordings made by **Turkey Love** during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

(c) **Turkey Love** 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 **Turkey Love'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 **Turkey Love** shall be sent to Buddy@TurkeyLove.Org

Email notice to Contractor shall be sent to BelindaBuilder@Building.Com

### Signatures

**Turkey Love:**

\_\_\_\_\_  
By: Buddy Birdlover Its: Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Contractor:**

\_\_\_\_\_  
By: Belinda Builder, Sole Proprietor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date