

SOUTH DAKOTA INDEPENDENT CONTRACTOR AGREEMENT

This South Dakota Independent Contractor Agreement (the "Agreement") is entered into on _____ day of _____, 20 _____, by and between [Your Company Name] (the "Company"), a corporation organized and existing under the laws of the State of South Dakota with its principal place of business at _____, and [Insert Contractor Name] (the "Contractor"), an individual with a mailing address of _____ and a Social Security Number of [Insert SSN].

Services to be Provided:

1. The Company hereby engages the Contractor to perform the following services (the "Services"):

Services: _____

Services: _____

Services: _____

Services: _____

Term:

2. This Agreement shall commence on MM/DD/YYYY and shall continue until MM/DD/YYYY, unless terminated earlier by either party in accordance with Section 6.

Compensation:

3. As full compensation for the Services provided by the Contractor under this Agreement, the Company shall pay the Contractor [Amount in Dollars] (the "Payment Amount"). The Payment Amount shall be payable on (select one)

- Weekly,
- Monthly, and
- Quarterly basis.
- Once the services rendered have been completed.
- Upon receipt of an invoice from the contractor by the Client.
- Other. _____

The Contractor shall be responsible for all taxes, contributions, and deductions required by law with respect to the Payment Amount.

Expenses:

4. The Contractor shall be responsible for all expenses incurred in connection with the performance of the Services, including, but not limited to, the cost of supplies, materials, equipment, and travel expenses.

Independent Contractor Status:

5. The Contractor is an independent contractor and not an employee or agent of the Company. The Contractor shall have no authority to act on behalf of the Company or to bind the Company to any agreement, contract, or obligation. The Contractor shall be solely responsible for payment of all taxes, contributions, and deductions required by law with respect to the Services provided under this Agreement.

Termination:

6. Either party may terminate this Agreement at any time, with or without cause, by giving written notice to the other party. Upon termination, the Contractor shall immediately cease performing the Services and return to the Company all property, documents, and materials belonging to the Company.

Confidentiality:

7. The Contractor acknowledges that during the course of providing the Services, the Contractor may have access to confidential or proprietary information of the Company. The Contractor shall not use or disclose such information to any third party without the prior written consent of the Company.

Governing Law and Jurisdiction:

8. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any action or proceeding arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in the State of South Dakota.

Non-Solicitation.

9. The Contractor agrees that during the term of this Agreement and for a period of [insert number of months] months thereafter, the Contractor will not directly or indirectly solicit or attempt to solicit any employees, customers, or clients of the Client.

Insurance.

10. The Contractor agrees to maintain insurance coverage as required by law or as reasonably requested by the Client.

Confidentiality of Third Parties.

11. The Contractor agrees to maintain the confidentiality of any information received from the Client that is designated as confidential or proprietary by any third party.

Dispute Resolution.

12. Any dispute arising under or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in South Dakota. The decision of the arbitrator shall be final and binding on both parties.

Non-Exclusivity.

13. This Agreement does not restrict the Contractor from providing similar services to other clients.

Taxes.

14. The Contractor acknowledges and agrees that it is responsible for paying all applicable taxes on compensation received under this Agreement and that the Client will not withhold any taxes on behalf of the Contractor.

Independent Review.

15. The Contractor represents and warrants that it has had an opportunity to review this Agreement with legal counsel of its choice and that it understands and accepts all of the terms and conditions contained herein.

Assignment.

16. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

Waiver.

17. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or any other provision of this Agreement.

Notice.

18. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, to the addresses specified above.

Entire Agreement:

19. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Governing Law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Independent Contractor Name]

[Client Name]

Signed: _____ Signed: _____

Name: _____ Name: _____

Title: _____ Title: _____