

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is made and entered into this 3rd day of January 2012, by and between ABC Inc., a Florida corporation having its principal place of business at 123 Main Street, Miami, FL 33131 (“Company”), and John Doe, an individual (“Contractor”). This Agreement supersedes and replaces in its entirety any previous agreement between the Company and the Contractor. Contractor and Company are sometimes each referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Company is engaged in the business of conceptualizing, designing, developing, marketing and distributing various goods and/or services (“Services”); and

WHEREAS, Company and Contractor desire to enter into a relationship whereby Contractor will undertake responsibility for developing plans and projects relating to the broader marketing strategy and brand implementation for Company’s services; and

WHEREAS, Contractor desires to enter into this Agreement and perform as an independent contractor for the Company and is willing to do so on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants below and other good and valuable consideration, Company and Contractor agree as follows:

1. APPOINTMENT OF CONTRACTOR

1.1 Appointment. Company appoints Contractor as an independent contractor to develop plans and execute projects and initiatives that support the broader marketing strategy and brand implementation for Company’s services subject to the terms, conditions and covenants set forth in this Agreement.

1.2 Nature of Relationship. This Agreement does not create a partnership, joint venture, agency, employer/employee or similar relationship between Company and Contractor. The Parties acknowledge that Contractor is not an employee of Company for state or federal tax purposes and that Contractor shall be solely responsible for the payment or withholding of any payroll taxes or deductions, social security, unemployment taxes, disability or workers compensation insurance coverage for or on behalf of Contractor, his employees, affiliates or agents. Further, Contractor shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

2. SCOPE OF WORK

2.1 Scope. Contractor agrees to undertake responsibility for the following tasks relating to his appointment on behalf of Company:

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