

Sample Independent Contractor's Agreement

XYZ, Inc. (hereafter referred to as XYZ) hereby agrees to pay Jane Jones a flat fee of \$1,500 (one thousand five hundred dollars) per month for a period of one year to engage the services of Jane Jones as a consultant to XYZ in the area of public relations and to act as a representative of XYZ in that area. The 12-month period of this agreement commences on June 1, 2009, and terminates on May 31, 2010, unless extended by written agreement by both parties.

XYZ will pay the \$1,500 fee on or before the first of each month. In addition, XYZ agrees to reimburse Jane Jones for reasonable expenses incurred while acting as a consultant to or representative of XYZ, up to a maximum of \$300 (three hundred dollars) per month. Reasonable expenses include such items as phone, fax, photocopier, postage, local transportation and the cost of local business meetings. XYZ is not liable for expenses incurred by Jane Jones for rent, taxes, insurance or salaries. Reimbursement of expenses is to be paid by XYZ within 15 days of receipt of an itemized expense report. Reimbursement of expenses in excess of \$300, or expenses incurred outside the Minneapolis metro area, require prior approval by XYZ.

Jane Jones agrees to commit the equivalent of one day a week per month for the 12 months of this agreement to working as a consultant to and/or representative of XYZ in the area of public relations. During any given month, the specific apportioning of this time within that month is at the discretion of Jane Jones except insofar as XYZ may identify a specific need for these services at a given time.

As a consultant and representative, Jane Jones agrees to use her knowledge and contacts to increase the awareness of and promote the use of XYZ's magnetic tape restoration and disaster recovery services within the archival community. As a representative of XYZ, it is agreed that Jane Jones does not have the authority to commit XYZ to a contract or in any way obligate XYZ to a third party.

The specifics set forth in this letter have been agreed to by XYZ and Jane Jones and are binding on both parties.