



# LRC Research Training

## Contract Drafting Spring 2022

David Isom  
Faculty Services Librarian  
(619) 260-4759  
[disom@sandiego.edu](mailto:disom@sandiego.edu)

# Finding sample contracts & guidance



Your client—a local cleaning company—is planning to offer on-demand disinfecting services via a new mobile app. To that end, they've identified a software developer they'd like to hire as an independent contractor to write the program. They've asked you to draft the terms of this agreement.

You've never written such a contract before and don't know how to get started.

Where to begin?

# Finding sample contracts & guidance

A common scenario:

- You are asked to draft a brand new contract or clause
- You have never written a contract like the one you have been asked to draft
- You might be tempted:



# You get what you pay for



## **Fee-based sources of forms/sample contracts and guidance**

- Bloomberg Law (forms & analysis)
- Lexis Practical Guidance (forms & analysis)
- Thomson Reuters (Westlaw)— Practical Law (forms & analysis)
- CEB OnLaw Pro (CA-specific; forms & analysis)
- Other fee-based legal websites (often include forms only)

## **Quality free sources**

- State websites have free forms (but no analysis)
- Print books at the LRC (and other law libraries) have forms and analysis

## **Issues to think about**

- Author/creator
- Age of materials
- Contract style/clauses
- Content
- Industry
- Guidance/analysis

# BLOOMBERG LAW

All Content ▾

🔍 Search All Content



Select Sources ▾

Go

Home ▾ Practice Centers ▾ Litigation ▾ Transactional ▾ Business ▾ Practitioner Tools ▾ News & Analysis ▾ Laws & Regulations ▾ Secondary Sources ▾

## My Favorites 0



## Popular Links



### SEARCHES

- All Legal Content
- Court Opinions
- Dockets
- Points of Law
- Litigation Analytics
- Books & Treatises
- Transactional Precedents
- EDGAR
- Bloomberg News

### LAW SCHOOL RESOURCES

- BLAW Skills Center New
- Live & Recorded Webinars
- On-Demand Certification Courses
- Videos & Reference Guides
- Law Review Resources
- Career Resources
- Librarian Resources
- Practice Centers & Tools
- In Focus Resources
- Practical Guidance
- State Law Chart Builders

### FEATURED

- Core Litigation Skills
- Brief Analyzer
- Contract Drafting
- Draft Analyzer Enhanced
- Lawyer Development
- Lawyer Well-Being
- Bloomberg Law News
- Subscribe to Newsletters
- Alerts Management
- New on BLAW



## Need Help?

Contact our 24 / 7 support staff (888) 560-2529 or through [live chat via the help page](#).

## Continue My Research...



Chat with an Expert

Transactional Intelligence Center

# In Focus: Contract Drafting

[Set as Home](#) [Favorite](#)

**NEW** **Market Standard Clauses** GO

Access market standard clauses for merger, stock purchase, and asset purchase agreements – powered by Bloomberg Law's Draft Analyzer.

### Commercial Transactions

- Commercial Sample Clauses
- Commercial Sample Agreements
- Commercial Drafting Guides
- Commercial Clause Descriptions
- Example Search - Commercial Precedent Documents

### Market Standard Clauses

- Merger Agreement Clauses New
- Asset Purchase Agreement Clauses New
- Stock Purchase Agreement Clauses New

### Mergers & Acquisitions


- M&A Sample Clauses
- M&A Sample Agreements
- M&A Drafting Guides
- M&A Clause Descriptions
- Selected ABA Model Agreements
- Example Search - M&A Precedent Documents
- Flowchart - SEC Filings for Corporate Finance Transactions

### Workflow Tools

- Draft Analyzer Enhanced
- Transactional Precedent Search
- EDGAR Advanced Search
- Deal Analytics - Mergers & Acquisitions
- Deal Analytics - Equity Offerings
- Business Tax Diagrams

### Capital Markets

## CONFIDENTIALITY AGREEMENTS



[Go to Practical Guidance Toolkit](#)

[Chat with an Expert](#)

[MORE >](#)

## Employment

[Employment Sample Agreements](#) 

[Employment Forms & Letters](#)

[Example Search - Employment Precedent Documents](#)

## Related Practical Guidance

[In-House M&A Toolkit](#)

[Coronavirus Toolkit](#)

[Due Diligence Toolkit](#)

[Entity Formation Toolkit](#)

[Force Majeure](#)

[Contract Actions](#)

[Contract Defenses](#)

[Patents & Trade Secrets Licensing](#)

[Trademarks & Copyrights Licensing](#)

## Related Practice Areas

[Securities Practice Center](#)

[Bankruptcy Practice Center](#)

[Privacy & Data Security Practice Center](#)

[Transactional Intelligence Center](#)

## Reference Materials

[Search Books & Treatises](#)

[Search BLAW Portfolios](#)

## BLAW News

[BouMatic Must Defend Contract Breach Lawsuit Over Lawyer Bonus](#)

[U.S. Labor's Watershed Year Failed to Boost Union Memberships](#)

[QVC Network, Hoverboard Maker Face Revived N.Y. Suit Over Fall](#)

[MORE >](#)

## Law Firm Client Alerts

[Bryan Cave LLP, Alert, Assessment of damages for breach of contract: costs of cure vs difference in value](#)

[Bryan Cave LLP, Alert, Scottish appeal court says NEC is not a charter for contract breaking](#)

[Bryan Cave LLP, Alert, PFI 'Health Checks': The latest proposal to manage PFI expiry risk](#)

[MORE >](#)

## Fast Answers

[Search All Fast Answers](#)

## Related In Focus

[Deal Points](#)

[SPACs](#)

[California Privacy \(CCPA/CPRA\)](#)

[Virginia Privacy](#)



TRANSACTIONAL INTELLIGENCE CENTER

Results for Transactional Intelligence Center

**Filters** [Clear All Filters](#)

Narrow by Date ^

Any ▾

Resource Type ^

- Sample Agreement (39)
- Checklist (271)
- Sample Policy (183)
- Overview (63)
- Hr Form (59)

[Show More](#)


Practice Area ^

- Employment (39)
- Commercial (149)
- Alternative Entities (46)
- M&A (46)
- Health Care Transactions (26)

[Show More](#)

< 1 - 39 of 39 > Sort by Date ▾ Details 🔍

Select All | [Edit Search](#) | [Download](#) ▾ | [Email](#) | [Create Alert](#) | [Add to](#) ▾

- 1. [Employment, Sample Agreement - Independent Contractor Agreement](#) 
- 2. [Employment, Sample Agreement - Severance Agreement \(Group Termination\)](#)
- 3. [Employment, Sample Agreement - EEOC Consent Decree](#)
- 4. [Employment, Sample Agreement - Sample Employment Agreement for an Account Executive or Sales Employee](#)
- 5. [Employment, Sample Agreement - Sample Employment Agreement for an Executive Employee](#)
- 6. [Employment, Sample Agreement - Class Action Settlement Agreement \(Fair Employment Practice Claims\)](#)
- 7. [Employment, Sample Agreement - Confidential Information and Invention Assignment Agreement \(Annotated\)](#)
- 8. [Employment, Sample Agreement - Memorandum of Settlement](#)
- 9. [Employment, Sample Agreement - Sample Arbitration Agreement](#)
- 10. [Employment, Sample Agreement - Mediator's Letter Agreement to Mediate and Ground Rules](#)
- 11. [Employment, Sample Agreement - Mediation Confidentiality Agreement](#)

← Search Results


Next Result ▶

TRANSACTIONAL INTELLIGENCE CENTER

Practical Guidance ☆ Favorite

Employment, Sample Agreement - Independent Contractor Agreement

TABLE OF CONTENTS


Show Commentary

## Independent Contractor Agreement

**Editor's Note:** This agreement can be used when a corporate client seeks advice about retaining independent contractors and avoiding employee-status claims. Plaintiff's counsel also can use this model to compare with an agreement that a client might have been asked to sign. Additional or different terms can be added depending upon the client's goals and protected interests. Always check state law to determine if additional or different terms are required. See also [Checklist: Independent Contractor or Employee?](#)

*Contributed by [Kevin P. Hishita](#), a shareholder in [Ogletree, Deakins, Nash, Smoak & Stewart, P.C.](#)'s Atlanta office.*

### ARTICLE I: PARTIES AND TERM OF AGREEMENT

1.01. This Independent Contractor Agreement ("Agreement") is entered into by and between *[insert company name and address]* ("Company") and *[insert contractor name and address]* ("Contractor"), an independent contractor, this \_ day of \_\_, 20\_, in consideration of mutual promises made herein as follows:

1.02. This Agreement will become effective on the \_ day of \_\_, 20\_, and will continue until *[insert specific date or "such time as the project for which Contractor was hired per this Agreement has been completed." or "such time as the parties choose to end this Agreement per its terms."]*

### ARTICLE II: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. The services that Contractor agrees to perform are as follows: *[describe contractor services in as much detail as possible and in quantifiable measure]*

**RELATED CONTENT** ×

*Employment Agreements*

**PRACTICAL GUIDANCE** ^

- [Restrictive Covenant Agreements](#)
- [Alternative Dispute Resolution](#)
- [Termination Toolkit](#)

**PRECEDENT DOCUMENTS & CLAUSE**

**CHART BUILDERS** ▾


**BOOKS & TREATISES** ▾

**GUIDES & MANUALS** ▾

**PORTFOLIOS** ▾

**TRENDS & ANALYSIS** ▾

RELATED CONTENT



NOTEPAD



Show Commentary

2.01. The services that Contractor agrees to perform are as follows: *[describe contractor services in as much detail as possible and in quantifiable measure]*

2.02. Contractor will determine the method, details, and means of performing the above described services.

2.03. Contractor enters into this Agreement, and shall remain without interruption throughout the term of this Agreement, an independent Contractor. Contractor agrees that Contractor is not and will not become an employee, partner, agent, or principal of Company while this Agreement is in effect and the parties hereby signify their express intention to this effect. Contractor shall not be controlled by Company as to the specific details or manner of the services, it being understood that Company's intent is the results achieved by Contractor. Contractor is not entitled to the rights and privileges of employment that are extended to Contractor's employees, including sick leave, annual leave, holiday leave, disability or unemployment insurance, medical insurance, workers' compensation, severance, or any other employment benefit. In the event Contractor becomes eligible to participate in any Company benefit program or plan, Contractor hereby waives any right to participate in any such program or plan. Such waiver is not dependent on Contractor status as an independent contractor.

2.04. Contractor retains the right to provide services to others.

### ARTICLE III. FEE FOR SERVICES

3.01. In consideration for the services to be performed by Contractor, Company agrees to pay Contractor the sum of \_\_\_\_dollars (\$\_\_\_\_) upon completion of the work to be performed. Contractor bears any and all liability for employment taxes on any fees received under this Agreement.



*Practice Pointer:* Avoid payment by the hour, day, or week. Pay by the project or task.

### ARTICLE IV. CONTRACTOR EXPENSES

4.01. The Contractor shall bear all expenses incurred by the need for and hiring of assistants, employees, or subcontractors that Contractor deems necessary to perform services that Contractor has agreed to perform under this Agreement. Company will not control, direct, or otherwise supervise Contractor's assistants, employees, or subcontractors in the performance of such services.

4.02. Contractor is responsible for providing, at Contractor expense, disability insurance, unemployment insurance, medical insurance, workers' compensation, and/or workers' compensation insurance for Contractor's employees and agents.

## RELATED CONTENT

*Employment Agreements*

### PRACTICAL GUIDANCE

[Restrictive Covenant Agreements](#)

[Alternative Dispute Resolution](#)

[Termination Toolkit](#)

### PRECEDENT DOCUMENTS & CLAUSE

CHART BUILDERS

BOOKS & TREATISES

GUIDES & MANUALS

PORTFOLIOS

TRENDS & ANALYSIS



# LEXIS PRACTICAL GUIDANCE

# What would you like to research today?

Enter a source name, a citation, terms or shep: [citation] to Shepardize®

All Content

All Jurisdictions



Advanced Search

## Explore

Content Federal State Practice Area International Sources Topics Tools

Cases	Secondary Materials	Dockets (CourtLink)	Public Records
Statutes & Legislation	Treatises & Guides	Briefs, Pleadings & Motions	Company & Financial
Statutory Codes	Law Reviews & Journals	Expert Witness Materials	Directories
Archived Codes	Sample Forms	Jury Verdicts & Settlements	Scientific Materials
Administrative Codes	News	Jury Instructions	Custom Pages
Administrative Materials	Legal News		
Arbitration Materials	Intellectual Property		

**COVID-19 Resources**  
View complimentary COVID-19 resources.

**Social Justice Resources**  
View complimentary Racial Equality, Police Reform & Protesters' Rights Resources.



Legal Research



Practical Guidance



Litigation Analytics



Brief Analysis



Legal News Hub

# What task would you like to accomplish today?

independent contractor agreement

All Practice Areas

All Jurisdictions



## Practice Areas

- |   |   |   |
|---|---|---|
| <b>Antitrust</b>                                  | <b>Data Security &amp; Privacy</b>                    | <b>Labor &amp; Employment</b>                     |
| <b>Bankruptcy</b>                                 | <b>Employee Benefits &amp; Executive Compensation</b> | <b>Life Sciences</b>                              |
| <b>Business Entities</b>                          | <b>Energy &amp; Utilities</b>                         | <b>Private Equity &amp; Investment Management</b> |
| <b>Capital Markets &amp; Corporate Governance</b> | <b>Finance</b>  | <b>Real Estate</b>                                |
| <b>Civil Litigation</b>                           | <b>Financial Services Regulation</b>                  | <b>Tax</b>  |
| <b>Commercial Transactions</b>                    | <b>Insurance</b>                                      | <b>Trusts &amp; Estates</b>                       |
| <b>Corporate and M&amp;A</b>                      | <b>Intellectual Property &amp; Technology</b>         |   |

## Bookmarks

## Tools & Resources [View All](#)

- Market Standards**
- State Law Comparison Tool**
- Practice Videos**
- Private Market Data: Commercial Leasing**
- Resource Kits**

## Browse By

Country



Legal Research



Practical Guidance



Litigation Analytics



Brief Analysis



Legal News Hub





318 results in Practical Guidance



Sort by: Relevance

Practical Guidance 318

Enter search terms

Content Type

Jurisdiction

Practice Area & Topics

Automated Templates

International

### 1 Independent Contractor Agreement (Pro-service Recipient) (CA)



Template | Automated Template | California

**Independent Contractor Agreement** (Pro-service Recipient) (CA) This form is an **independent contractor agreement** between an **independent contractor** and the party for whom the **independent contractor** will perform specified services in California. This form includes practical guidance, ...

... a result, the text of this form differs from the non-jurisdictional **Independent Contractor Agreement** (Pro-Service Recipient). The terms "**Contractor**" and "Client" are used to help avoid the parties' relationship ...

... determination of whether a worker is characterized as an employee or **independent contractor** hinges on control. The more a Client controls a **Contractor**, the more likely an employee/employer relationship exists instead of a client/**independent contractor** relationship. The determination of whether a worker is properly classified as an employee or an **independent contractor** faces different scrutiny and has different considerations in other labor areas ...

... compliance with applicable law. For additional guidance, see Supply of Services **Agreements** Resource Kit. For more information on California's **independent contractor** laws and classification issues, see **Independent Contractors** State Practice Notes Chart. For state-specific **independent contractor agreement** forms, see the **Independent** ...

Quick View

### 2 Independent Contractor Agreement (Pro-service Recipient) (CT)

Template | Connecticut

**Independent Contractor Agreement** (Pro-service Recipient) (CT) This form is an **independent contractor agreement** between an **independent contractor** and the party for whom the **independent contractor** will perform specified services in Connecticut. This form contains practical guidance, ...

... a result, the text of this form differs from the non-jurisdictional **Independent Contractor Agreement** (Pro-Service Recipient). The terms "**Contractor**" and "Client" are used to help avoid the parties' relationship ...

... determination of whether a worker is characterized as an employee or **independent contractor** hinges on control. The more a client controls a **contractor**, the more likely an employee/employer relationship will be found to exist instead of a client/**independent contractor** relationship. The determination of whether a worker is properly classified as an employee or an **independent contractor** faces different scrutiny and has different considerations in other labor areas, ...

Quick View

# Independent Contractor Agreement (Pro-service Recipient) (CA)



Actions



Goto

All terms 630



Search Document

1 of 318 Results List

Parts of the Document

## Automated Template

Save time and reduce the risk of errors by building your document with an interactive questionnaire.

Build Your Document

### About This Document

Open form in Word

Drafting Notes

Alternate & Optional Clauses

Maintained

### Related Content

Practice Notes (27)

Forms, Clauses, Checklists (9)

Secondary (1)

Cases (5)

Statutes & Legislation (11)

# Independent Contractor Agreement (Pro-service Recipient) (CA)

## Summary



+ Expand all Drafting Notes

+ Expand all Clauses

This agreement for performance of services ("Agreement") is made on [date] (the "Effective Date"), between [person or firm engaging independent contractor's services] ("Client"), with a principal place of business at [address], and [Independent contractor] ("Contractor"), an independent contractor, with a principal place of business at [address].

### Article I. SERVICES TO BE PERFORMED BY CONTRACTOR.

#### 1.1. Specific Services.

Contractor, acting independently and not as an employee of Client, agrees to [describe in detail services to be performed].





Goto

All terms 630



Search Document

&lt; 1 of 318 Results List &gt;

required to satisfy all duties and responsibilities of **Contractor** in finishing the assignment. **Contractor** agrees to devote a minimum of [number] hours per [day, week or month] to performing the described services.

**Contractor** shall perform [his/her/its] obligations hereunder in compliance with the terms of this **Agreement** and any and all applicable laws and regulations. If necessity requires **Contractor** to perform any services on Client's property or requires **Contractor** to interact with any of Client's employees, customers, vendors, affiliates or members of the general public, **Contractor** shall comply with all of Client's policies and regulations.

#### – Drafting Note

##### Drafting Note to Third Paragraph of Method of Performing Services

Although **Contractor** is solely in charge of methods and performance of services, the Client can still demand due attention, successful completion, compliance with applicable laws, and compliance with Client's policies while on site or interacting with others on behalf of Client. Clients should be careful to limit site access and interaction with Client constituents to an "as necessary" basis. The IRS and DOL look at location of work as a factor in determining whether there is an employee/employer relationship or **independent contractor** relationship. A **Contractor** should work on site only if necessary. Although the Client should not require the **Contractor** to work on a particular schedule where it can be avoided, the **Agreement** should require the **Contractor** to dedicate a minimum amount of time to performing the covered services.

Clients should make sure that demanding compliance with certain company policies and regulations does not create an employment relationship in California. Most states accept that in these limited situations, there is an interest in supporting work policies designed to protect ethics, office conduct, health and safety and other work-related concerns. Clients need to understand to what extent California law allows them to enforce policies on a **Contractor**. For further guidance, see [Independent Contractor Tests and Risks of Worker Misclassification](#) and [Independent Contractors State Practice Notes Chart](#).

## Article II. TERM OF CONTRACT.

2.1. This **Agreement** will become effective on the Effective Date, and will continue in effect until the services provided for in this **Agreement** have been performed to Client's reasonable satisfaction, unless terminated earlier as provided in this **Agreement**.

#### – Drafting Note

##### Drafting Note to Term of Contract

The **agreement** should include an appropriate term for the **Contractor**'s engagement, which can vary

#### About This Document

[Open form in Word](#)[Drafting Notes](#)[Alternate & Optional Clauses](#)[Maintained](#)

#### Related Content



# THOMSON REUTERS PRACTICAL LAW

- Westlaw
- Practical Law
- Drafting Assistant
- Practical Law Connect
- Westlaw Today
- lawschool.tr.com
- TWEN
- West LegalEdcenter
- Westlaw Form Builder

ons, anything ... All State & Federal Search Tips > Advanced >

State materials Practice areas My content Tools

- Briefs
- Expert Materials
- Forms
- Jury Verdicts & Settlements
- Topics & Key Numbers
- Proposed & Adopted Regulations
- Proposed & Enacted Legislation
- Trial Court Documents

**Featured topics**

- Civil Rights Legal Materials & News
- COVID-19 Legal Materials & News

**Quick Check**

Securely upload your brief or motion to quickly find new authority and related law.

**Litigation Analytics**

View insights on judges, attorneys, law firms, courts, and case types to build a winning case strategy.

Specialty areas

- Business Law Center
- Company Investigator
- Directories
- Dockets
- General Counsel Resources
- Intellectual Property
- International Materials
- Litigation Analytics
- Legislative History
- News
- Profiler
- Sample Agreements
- Trial Transcripts & Oral Arguments



All content ▾

independent contractor agreement



## ☆ US Home

Search all Practical Law above or navigate to specific content below.

Practice Areas

Sectors

Resource Types

Jurisdictions

Antitrust

Arbitration

Bankruptcy & Restructuring

Capital Markets & Corporate Governance

Commercial Transactions

Corporate and M&A

Employee Benefits & Executive Compensation

Finance

Government Practice: Federal

Government Practice: State & Local

Health Care

Intellectual Property & Technology

Labor & Employment

Litigation

Real Estate

Trusts & Estates

### Cross-Practice Collections

Global COVID-19 Resources

Startups & Small Businesses

### Law School Resource Center

Collections of Practical Law resources for law students and new attorneys.

Course Study Collections

Professional Development & Responsibility

[View All](#)



### What's Market

Search, review and compare summaries of recent deals, filings and court documents. Stay on top of current trends and market practice.

[Access Now](#)



### Quick Compare

Quickly discover, review and compare information across multiple jurisdictions.

[Access Now](#)

### Matter Maps

Matter Maps provide an overview of the phases of work and core tasks for legal matters, with links to relevant Practical Law resources that help you complete the tasks efficiently and effectively.

[View more](#)

### Matter Maps

Matter Maps provide an overview of the phases of work and core tasks for legal matters, with links to relevant Practical Law resources.

[View more](#)

### Meet The Team

The quality starts with our people.

[Meet the Team](#)

### Glossary

Detailed explanations of legal terms and concepts written by Practical Law editors.

[Access Now](#)

### State Q&A

Review and compare state law across multiple practice areas.

[Access Now](#)

### What's Market

Search, review and 4

**Filter** <<

Select multiple

Apply

**Filter category**  
Practical Law

Restore previous filters

**Search within results**

Resource Type +

Practice Area +

Jurisdiction +

Apply

Home > Practical Law

## 🔗 All Content (3,287)

1 - 100 >

Sort: Relevance ▾

🔔 ☰ 📁 📄

Select all items • No items selected

> 1. **Independent Contractor/Consultant Agreement (Pro-Client)**

Standard documents • Maintained • National/Federal

An independent contractor agreement between an individual independent contractor (a self-employed individual) and a client company for consulting or other services. This Standard Document is drafted in favor of the client company and is based on federal law. State and local law may impose different or additional requirements on independent...

...For a more detailed discussion of intellectual property clauses in **independent contractor agreements**, see Standard Clauses, IP Rights Clauses for **Independent Contractor/Consultant Agreements** and Practice Note, Intellectual Property: Employees and **Independent Contractors: IP Rights Provisions for Employee and Independent Contractor Agreements**...

...State and local law may impose different or additional requirements, including language that must be included in **independent contractor agreements**. Companies engaging **independent contractors** should consider applicable state and local law with this Standard Document. For more information on state law requirements for **independent contractors**, see **Independent Contractors: State Q&A Tool** and **Independent Contractor**...

> 2. **Independent Contractor/Consultant Agreement (Pro-Client) (CA)**

Automated document



Standard documents • Maintained • California

A California-compliant independent contractor agreement between an independent contractor (a self-employed individual) and a client company for consulting or other services. This Standard Document is drafted in favor of the client company. This Standard Document has integrated notes with important explanations and drafting tips.

...While **independent contractors** generally have no legal duty to maintain the confidentiality of the company's information, the company should consider including contractual confidentiality obligations in the **agreement** to protect confidential information the **contractor** may have access to or develop during their engagement by the company. (In some cases, depending on the work the **independent contractor** performs, the **contractor** may be subject to confidentiality requirements unrelated to the **agreement**...

...Section 1 should generally contain provisions that support the worker's status as an **independent contractor**, as appropriate for the particular engagement (see Drafting Note, **Independent Contractor Status**). **Independent contractor agreements** should include provisions that satisfy the ABC test, or if applicable, one of its exceptions. For example, with the business-to-business contracting exception, the contracting business must satisfy both the Borello test and the criteria set forth in the exception ( Cal. Lab. Code § 2776). For more information, see Drafting Note, Read This Before Using Document...

# Independent Contractor/Consultant Agreement (Pro-Client) (CA)

by Practical Law Labor & Employment

Maintained - California

Explore related content

A California-compliant independent contractor agreement between an independent contractor (a self-employed individual) and a client company for consulting or other services. This Standard Document is drafted in favor of the client company. This Standard Document has integrated notes with important explanations and drafting tips.

## Practical Law Automated Document Powered by Contract Express

Create a first draft of this document by answering a series of questions written by Practical Law editors. Included in your Practical Law subscription.

Start drafting

Note: Read This Before Using Document

[INDEPENDENT CONTRACTOR NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[DATE]

Dear [INDEPENDENT CONTRACTOR NAME],

This letter agreement (this "Agreement") sets forth the terms and conditions whereby you agree to provide certain services (as described in Schedule 1) to [CLIENT COMPANY NAME], with offices located at [ADDRESS], a [STATE OF ORGANIZATION] [ENTITY TYPE] (the "Company").

### 1. Services.

1.1 The Company engages you, and you accept such engagement, as an independent contractor to provide certain

- Search Within
- New Annotation
- Show Annotation
- Add To Folder
- Email
- Print
- Download
- Open in Word
- Show Drafting Notes
- Copy link
- Expanded view
- Create Alert
- Provide Feedback

Independent Contractor/Consultant Agreement (Pro-Client) (CA)  
California

## Read This Before Using Document

This **independent contractor** or consultant **agreement** is a short-form letter **agreement** between an individual **independent contractor** and a client (assumed to be a corporate entity in this document) for consulting or other services. It is drafted in an informal letter format and may be appropriate for a short-term engagement or specific project.

This Standard Document assumes that the service provider is properly classified as an **independent contractor** and is not an employee of the client company.

On September 4, 2020, Governor Newsom signed A.B. 2257 into law effective immediately. A.B. 2257 repeals A.B. 5's Section 2750.3 of the California Labor Code and both adds several new ABC test exceptions and revises certain preexisting exceptions, including those for business-to-business contracts, referral agencies, and freelance writers and editors (Cal. Lab. Code §§ 2775 to 2787). Effective January 1, 2022, A.B. 1506 and A.B. 1561, which were signed into law on September 27, 2021 and September 30, 2021 respectively, modify and add certain ABC test exceptions. For more information, see:

- Practice Note, Legal Tests for **Independent Contractor** Classification Under California Law.
- Drafting Note, Use Employment Counsel to Customize Independent Contractor Agreement.
- Drafting Note, California Tests for Independent Contractor Classification.

For information on reporting and other payment obligations, see Practice Note, Managing **Independent Contractors** Under California Law.

This Standard Document also assumes that the **independent contractor** is not a labor **contractor** providing workers to the client employer to perform labor that is within the usual course of the client employer's business, which would subject the labor **contractor** and client employer to the requirements of Section 2810.3 of the California Labor Code (for more information, see Legal Update, California Law to Make Companies Liable for Employment Violations of **Independent Labor Contractors**).

This Standard Document is intended for the engagement of an individual **independent contractor**. The individual may have organized their business as a sole proprietorship or **limited liability company** (LLC), for example, and may have hired or engaged employees or **contractors** to assist in providing services, but they are treated as an individual for purposes of this **agreement**. For a professional services **agreement** between two business entities, see Standard Document, Professional Services **Agreement**. For a short-form services **agreement** between entities, see Standard Document, Services **Agreement** (Pro-Customer).

For jurisdiction-neutral information on the classification of **independent contractors**, see

- Practice Note, **Independent Contractor** Classification.
- Evaluating and Engaging **Independent Contractors** Checklist.
- Standard Document. Questionnaire to Determine **Independent Contractor** Status Under the FLSA.

- 🔍 Search Within
- 📄 New Annotation
- 📄 Show Annotation
- 📁 Add To Folder
- ✉ Email
- 🖨 Print
- ⬇ Download
- 📄 Open in Word
- 📄 Show Drafting Notes
- 🔗 Copy link
- 🖥 Expanded view
- 🔔 Create Alert
- 🗨 Provide Feedback

# CEB ONLAW PRO



### Library

[About the LRC](#)

[Find Books and Articles](#)

[Research Trainings and Guides](#)

[Library Services](#)

[Careers](#)

[Student Life](#)

[Faculty](#)

[About](#)

The Pardee Legal Research Center is currently open only to current students, faculty, and staff of the University of San Diego using their Torero ID Card, available from [Campus Card Services](#). Face masks must be worn at all times inside the LRC, consistent with [USD policy](#). Face masks may be lowered when actively drinking a beverage, but food is currently prohibited in the LRC. Please see our [LRC Access and Study Rooms Guide](#) for information on additional COVID policies.

FDLP users: You may access many online FDLP resources by searching the [library catalog](#). Many federal materials are online at <https://www.govinfo.gov/>. The LRC will provide full access again as soon as possible. Other federal depositories may be located here: [Federal Depository Library Directory](#).

## Quick Links

- [Online Study Aids](#)
- [Study Room Reservations & LRC Access](#)
- [CALI code](#)
- [Faculty Resources & Faculty Services](#)
- [San Diego Circuit](#)
- [Printing](#)
- [Course Reserves & Past Exams](#)
- [Tips for 3Ls & Recent Grads](#)
- [Law Alumni Library Account](#)

## Search LRC



Search Catalog **Databases**

[All LRC Databases](#) 

Hours  
Tuesday, December 21, 2021

**LRC Building Hours**

8:00am – 8:00pm

## Contact the LRC

Circulation Desk  
[lrcirc@sandiego.edu](mailto:lrcirc@sandiego.edu)  
619-260-4542



[University of San Diego Legal Research Center](#) / [LibGuides](#) / [LRC Digital Resources](#)

## LRC Digital Resources

Recommended and subscription resources. Those marked with a lock symbol require username/password or IP authentication

All Subjects	All Database Types	All Vendors / Providers	Search for Databases	Go
--------------	--------------------	-------------------------	----------------------	----

### Popular Databases

The most frequently-used databases

**Bloomberg Law** **Popular**

Bloomberg legal content, integrated into an already powerful system of primary and secondary legal content, company and market information and news. Individual user access is given to USD law students and faculty. You must register with Bloomberg to gain access to its products and services. Please contact the LRC reference desk to obtain a Bloomberg Law account.

**CALI Lessons** **Popular**

Students: use the authorization code you see after logging into USDOne.  
Faculty: contact the reference desk for the faculty code.

**CEB OnLaw Pro** **Popular**

CEB OnLaw Pro provides access to CEB's California practice guides, primary law, case law citator, and continuing legal education materials. New USD users must create their own accounts. [Click here for the law school's registration code](#), then [create a new law student/faculty/admin account here](#) or a [new paralegal student/faculty/admin account here](#).

**Congressional Publications (ProQuest)** **Popular**

Publications generated by the U.S. Congress and accessed via ProQuest, including: CIS Legislative Histories, 1969-present; House & Senate Reports, 1817-present; House & Senate Hearings, 1824-present; Congressional Research Service (CRS) Reports, 1916-present; House & Senate Documents, 1817-present, and Committee Prints & Miscellaneous Publications, 1830-present; Executive Reports, 1843-present, & Executive Documents, 1825-1980; Serial Set, 1789-present.

All A B C D E F G H I J K L M N O P Q R S T U V W X Y Z #

147 Databases found

### A

**Academic Search Premier**

Provides full text for over 2,940 scholarly publications including social sciences, humanities, education, computer sciences, engineering, language and linguistics, arts & literature, health sciences, and ethnic studies.

**AILALink**

AILALink is the go-to resource for immigration law research, providing its subscribers with access to immigration-related statutes, regulations, and important case law (select); agency correspondence and manuals, AILA/government liaison minutes, forms, and a plethora of AILA publications.

**Appeals**

Helps more than 100,000 taxpayers each year resolve their tax disputes without going to Tax Court. An IRS site.

**Avalon Project - Documents in Law, History and Diplomacy (Yale's)**

The Avalon Project will mount digital documents relevant to the fields of Law, History, Economics, Politics, Diplomacy and Government. We do not intend to mount only static text but rather to add value to the text by linking to supporting documents expressly referred to in the body of the text.

The Avalon Project will no doubt contain controversial documents. Their inclusion does not indicate endorsement of their contents nor sympathy with the ideology, doctrines, or means employed by their authors. They are included for the sake of completeness and balance and because in many cases they are by our definition a supporting document.  
[more...](#)

### B

# DailyNews

## Practice Areas

### All Practice Areas

Your Practice Areas

Administrative Law

ADR

Appellate Law

Bankruptcy

Business Entities

Business Litigation

Business Transactions

Cannabis

Constitutional Law

Criminal Law

Elimination of Bias

Employment Law

Environmental, Land Use & Natural Resources

Evidence

Family Law

Immigration Law

Insurance Law

Intellectual Property

Law Practice Management

Legal Ethics

## All Practice Areas

Set practice areas to customize your News



### USCIS and the Importance of Triple-Checking an Application

*Theodore Ko* December 21, 2021

Immigration attorneys must exercise due diligence right before submitting an application. Even though gathering all the attachments and information and filling out the application may have been a months-long process, you can't celebrate just yet. Before that application goes into an envelope, you must review -- and review again -- the completed materials for completeness and accuracy. The smallest error can cause an avalanche of consequences for your client.

Immigration Law



### California Joint Employer Status Fueled by 'Control Over the Intermediary' in Shell Oil Case

*Kristina Sherry* December 21, 2021

As federal standards and tests for "joint employment" have been tinkered with under recent administrations, a California court has in the meantime found that Shell Oil Company (or a subsidiary thereof) was a "joint employer," even though it technically controlled workers via an "intermediary." The decision appears to lower the bar for what constitutes "control" in California joint employer status determinations.

Employment Law



### Nint Circuit Files Replacement Opinion in Felon-in-Possession Guilty Plea

*Nate Jackson* December 21, 2021

The Ninth Circuit on Tuesday withdrew an opinion filed in August and filed a replacement opinion affirming the prejudice portion of the Northern District court's order denying a 28 U.S.C. § 2255 motion in which defendant Tyrone Pollard, Jr. challenged his felon-in-possession guilty plea on the ground that he was not informed of 18 U.S.C. § 922(g)'s knowledge-of-status element. The panel denied a petition for rehearing and, on behalf of the court, a petition for rehearing an banc.

Appellate Law

Criminal Law



## Secondary Sources

[Administrative Law](#)

[Appellate Law](#)

[Business Entities](#)

[Business Litigation](#)

[Business Transactions](#)

[Criminal Law](#)

[Employment Law](#)

[Environmental, Land Use & Natural Resources](#)

[Evidence](#)

[Family Law](#)

[Insurance Law](#)

[Intellectual Property](#)

[Law Practice Management](#)

[Litigation Practice & Procedure](#)

[Personal Injury](#)

[Privacy & Information Security](#)

[Real Property](#)

[State & Local Government](#)

[Trusts & Estates](#)

[Workers' Compensation](#)

↑ Find Secondary Source Publications using the search field above



Secondary Sources ▾

independent contractor agreement

Search

**In Other Sections**[1 Daily News Article](#)[6,997 Cases](#)[86 Statutes](#)[149 Practitioner Results](#)**Filter Results**

Search within results

 Show In-Plan Content Only

Resource Types ▾

Practice Areas ▾

**1-10 of 657 Secondary Sources Publication Results**

PRACTICE GUIDES

in **Internet Law and Practice in California****§17.38 I. Form: Social Media Influencer Independent Contractor Agreement**

Comment: If the Social Media Influencer Independent Contractor Agreement is directly with an individual talent, as opposed to a media agency, then this release is not necessary.

This Statement of Work ("SOW") is entered into as of the date of the last signature below (the "SOW Effective Date") by and between \_\_ [name of company] \_\_ ("Company") and \_\_ [name of consultant] \_\_ ("Consultant"), and is subject to the terms of the Social Media Influencer Independent Contractor Agreement entered into by the parties on \_\_ [date] \_\_, 2020 ("Agreement").

PRACTICE GUIDES

in **Working With Independent Contractors, Leased Workers, and Outsourcing****STEP 30. Draft Agreement Between Principal and Independent Contractor**

AGREEMENT BETWEEN PRINCIPAL AND INDEPENDENT CONTRACTOR

Draft an agreement that increases the defensibility of an independent contractor relationship:

PRACTICE GUIDES

in **Drafting Employment Documents for California Employers****§4.331 I. Form: Preamble, General Conditions**

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

This Independent Contractor Agreement (hereinafter "Agreement") is made as of \_\_ [date] \_\_, between \_\_ [contractor's name] \_\_, an independent contractor ("Contractor"), and \_\_ [principal's name] \_\_ ("Company").

PRACTICE GUIDES

in **Drafting Employment Documents for California Employers****§4.23 f. Form: Trade Secrets and Confidential Information: Confidentiality Obligation**

To protect trade secrets and confidential information, it is essential to include a comprehensive confidentiality provision, such as the one above, in the independent contractor agreement.

d. After termination of this Agreement, Sales Agent shall not directly or indirectly, or by action in concert with others, use unlawful or unethical means to induce or influence, or seek to induce or influence, any person who is engaged by Company as an employee, agent, independent contractor, or otherwise to terminate his, her, or its employment or engagement.

REPORTERS

**Employers and Employees**in **California Business Law Reporter**

## Secondary Sources

## Employment Law

- ▶ Advising California Employers and Employees
- ▶ California Wage and Hour: Law and Litigation
- ▼ Drafting Employment Documents for California Employers

Contents

Preface

About the Authors

About the Update Authors

Selected Developments

Cutoffs and Citation

▶ 1 Hiring Forms and Checklists

▶ 2 Immigration Issues in Hiring

▶ 3 Employment Contracts

## ▼ 4 Independent Contractors

§4.1 I. INTRODUCTION TO INDEPENDENT CONTRACTORS

▶ II. TESTS FOR INDEPENDENT CONTRACTOR STATUS

▶ III. DETERMINING WORKER'S STATUS

## ▼ IV. ENGAGING INDEPENDENT CONTRACTOR

▶ A. Sample Commissioned Sales Agent Agreement

▶ B. Sample Independent Contractor Consulting Agreement

§4.33 1. Form: Preamble, General Conditions

§4.34 2. Form: Contractor's Scope of Work

§4.35 3. Form: Compensation

§4.36 4. Form: Termination, Dispute Resolution

§4.37 5. Form: Miscellaneous Provisions, Signatures

## 4 Independent Contractors



PRINT

## §4.1 I. INTRODUCTION TO INDEPENDENT CONTRACTORS

In California, a person who performs services for compensation for another (the principal) can be either an employee or an independent contractor. The principal-independent contractor relationship differs in both nature and consequences from an employer-employee relationship. An employer has certain control rights and a multitude of obligations regarding an employee that are not part of a principal-independent contractor relationship. Further, although employees are entitled to a variety of benefits and protections afforded by various laws, such as unemployment benefits, workers' compensation, and unpaid leave, independent contractors are not entitled to any such benefits based on the performance of services for the principal.

Whether a person is an employee or independent contractor is determined under three primary tests: the common law control test (see §§4.2–4.3), the ABC test (see §4.3A), and the economic realities test (see §§4.4–4.5). The common law control test (also referred to as the usual common law rules) is used for federal tax purposes as well as for statutes that do not expressly apply a different standard. The ABC test is used for wage and hour, workers' compensation, and state unemployment tax purposes in California. The economic realities test is used for most federal employment laws that are intended to protect workers' rights, such as the Fair Labor Standards Act of 1938 (FLSA) (29 USC §§201–219) and the Family and Medical Leave Act of 1993 (FMLA) (29 USC §§2601–2654), or laws intended to prevent discrimination, such as Title VII of the Civil Rights Act of 1964 (42 USC §§2000e—2000e–17). As a practical matter, however, all tests look at the same general facts and circumstances to determine the scope of the relationship and the nature of the worker's services. See §4.6. Except in limited circumstances, such as cases of fraud, principals always bear the burden of proving that the classification of the worker was proper.

Engaging a worker as an independent contractor should be viewed as a three-step process: (1) gathering information about the worker and the scope of the relationship; (2) applying



# BOOKS & TREATISES

# Books



Kenneth A. Adams, *A Manual of Style for Contract Drafting* (4th ed. 2017); LRC Reading Room [KF807 .A33 2017](#)

Lenné Eidson Espenschied, *Contract Drafting: Powerful Prose in Transactional Practice* (3d ed. 2019); LRC Reading Room [KF807 .E84 2019](#)

George W. Kuney & Donna C. Looper, *Legal Drafting in a Nutshell* (5th ed. 2021); LRC Reference Reserve Materials [KF250 .H343 2021](#); also available electronically via [West Study Aids](#)

Tina L. Stark, *Drafting Contracts: How and Why Lawyers Do What They Do* (2d ed. 2014); LRC Reading Room [KF807 .S73 2014](#)



# Treatises and practice guides



David C. Burgess et al., *Drafting Business Contracts: Principles, Techniques, & Forms* (2021); LRC Reading Room [KF801 .D72](#); also available electronically via [CEB OnLaw Pro](#)

Robert A. Feldman & Raymond T. Nimmer, *Drafting Effective Contracts: A Practitioner's Guide* (2021, [Westlaw](#))

Vladimir R. Rossman & Morton Moskin eds., *Commercial Contracts: Strategies for Drafting & Negotiating* (2021, [Westlaw](#))

Peter Siviglia, *Commercial Agreements: A Lawyer's Guide to Drafting and Negotiating* (2021, [Westlaw](#))

Tina L. Stark ed., *Negotiating and Drafting Contract Boilerplate* (2020, [Lexis](#))

# Final thoughts



Don't start from scratch—there are many resources that can provide starting points.

Google is not the best tool to find contract drafting resources.

Contact a reference librarian for help!

# Contact us

## Reference Desk

*Monday–Thursday: 9 a.m.–6 p.m.; Friday: 9 a.m.–5:00 p.m.  
Saturday: closed; Sunday: noon–4:00 p.m.*

## Telephone

(619) 260-4612

## E-mail

[lrcrefer@sandiego.edu](mailto:lrcrefer@sandiego.edu)

## Chat

[www.sandiego.edu/law/library](http://www.sandiego.edu/law/library)