

## **Sample Contractor Agreement**

This Agreement is entered into as of \_\_\_\_\_ by and between Company A hereinafter referred to as “the Company” and Rochester Area Consulting Engineers, hereinafter referred to as the “Contractor”.

In consideration of mutual covenants and stipulations set forth herein, the parties hereby agree as follows:

### **Services Provided**

The Contractor or the Contractor’s designated personnel will provide services and materials as agreed from time to time by the Contractor and the Company. These services and materials and the compensation and any special terms and conditions pertaining thereto shall be set forth and described on a separate proposal/agreement signed by authorized officers of the Contractor and the Company.

### **Independent Contractor Status**

It is understood and agreed that neither Contractor nor any of Contractor’s personnel providing services to the Company shall under any circumstances be considered an employee of the Company. Contractor shall be acting as an independent contractor and not as an employee or agent of the Company.

Contractor, as an independent contractor, will pay, at Contractor’s expense, all fees, licenses, insurance costs, salaries, payroll taxes and benefits and other costs and expenses of performing Contractor’s services hereunder. Contractor is in the business of providing the services called for herein to third parties such as the Company.

### **Confidential Information**

Contractor hereby acknowledges that it has executed a separate Confidentiality Agreement.

### **Ownership of Materials Related to Services**

It is understood and agreed by all parties that all drawings, documents, designs, models, inventions, computer programs, computer systems, data computer documentation and other tangible and intellectual materials authored or prepared by Contractor for Company as the work performed (the “Works”) are the sole and exclusive property of the Company and shall be considered “works made for hire”. In the event, any such Works do not fall within the specifically enumerated works that constitute “works for hire” under the United States copyright laws, Contractor hereby agrees to assign and upon their authorship or creation, expressly and automatically assigns all copyrights, patents, propriety rights, trade secrets and other rights, title to and interest in

such Works to the Company. Contractor agrees to render at Contractor's sole cost and expense, all reasonably required assistance to Company to protect the rights hereinabove described. **However, extended Contractor assistance such as helping to prepare documents and figures for patent filing for the Company will be done by the Contractor at rates agreed to with the Company.**

To the extent that Contractor incorporates any of Contractor's propriety information into the Works, Contractor hereby grants Company and its successors and assigns a perpetual royalty free, irrevocable, worldwide, non-exclusive license to use such Contractor's information solely in connection with Company's use of the Works in accordance with any limitations set forth in the applicable work instructions.

### **Indemnification**

Each party hereby agrees to indemnify and hold harmless the other from and against any liability, costs and expenses (including, but not limited to, reasonable costs of defense) that are incurred by the other resulting from or arising out of any claim, including property damages or death or personal injury, due to the negligence or willful misconduct of the indemnifying party and that are not caused by any contributory negligence or willful misconduct of the other. If either party claims such indemnification, it shall give prompt notice to the other of the nature and extent of any such claim, and shall render such cooperation as is reasonably requested by the other in the defense or resolution of such claim or dispute.

### **Miscellaneous**

This agreement shall be governed under the laws of the State of Minnesota.

To the extent any provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be deleted from this Agreement, and the validity and enforceability of the remainder of the provisions of this agreement shall be unaffected.

All notices to, or consents from, either party under this agreement shall be in writing and shall be delivered to the other party at the following addresses, as applicable, or to such other address as such party may designate by similar notice to the other party:

Company A  
Address Line 1  
Town, State Zipcode  
Bus. xxx-xxx-xxxx  
Fax xxx-xxx-xxxx

Rochester Area Consulting Engineers  
628 22<sup>nd</sup> St. NE  
Rochester, MN 55906  
Bus. 507-282-3305

All hardware, software, tooling, equipment, drawings, designs, specifications, notes, data and memorandum furnished to Contractor by Company are and will remain the property of Company. Contractor will return them to Company upon request.

In witness whereof, the parties hereto have executed this Agreement by their respective duly authorized representatives as of the date set forth on the first page hereof.

Company A

Rochester Area Consulting Engineers

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: William W. Brooks Jr.

Title: CEO or other

Title: Founder