



Valley City – Barnes County Development Corporation
250 West Main Street, Valley City, ND 58072

DATE

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into this ____ (day) of _____ (Month), 2024, by and between The Valley City – Barnes County DC (Hereby known as "Client") and _____ (Hereby known as "Contractor").

WHEREAS, Client hereby desires to retain the services of a freelance writer and/or blogger to contribute content for Client's website and social media platforms;

WHEREAS, Contractor desires to enter into this Agreement to provide freelance writing and blogging services as an independent contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Client and Contractor agree as follows:

1. Independent Contractor. In accordance with the mutual intentions of Client and Contractor, this Agreement establishes between them an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. Contractor acknowledges and agrees that (i) Contractor is solely responsible for the manner and form by which Contractor performs under this Agreement, and (ii) Contractor is a self-employed individual, who may perform services similar to the Services for various entities and individuals other than Client.

There is no intention to create by this Agreement an employer-employee or agency relationship. This Agreement does not authorize Contractor to perform any actions or services that would cause Contractor to be considered an employee or nonemployee agent for tax, employment, liability, or other purposes. Contractor is responsible for the withholding and payment of all taxes and other assessments arising out of Contractor's performance of services hereunder, and neither Contractor nor any of Contractor's employees or independent contractors shall be entitled to participate in any employee benefit plans of Client. Contractor will not have the authority or represent himself/herself as having the authority to bind or obligate Client in any manner whatsoever except for the terms set forth within this Agreement.

- 2. Term.** This Agreement will become effective on the 01 day of June, 2024, and will continue in effect until: May 31, 2025.
- 3. Termination.** Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving 14 days written notice to the other party.

4. **Notices.** Any notices to be given hereunder by either party to the other may be made either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

VCBCDC: 250 West Main Street, Valley City, ND 58072

Contractor: _____

Each party may change the above address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

5. **Services to be Rendered by Contractor.** Contractor shall provide writing and/or editing services for the Client. Duties shall include:

Drafting: To write a 500-1200 word article under contract, based on an agreed upon story concept.

Editing: To make any corrections or changes deemed necessary for the integrity and accuracy of the work. This will include but not limited to theoretical, technical, grammatical, and educational aspects of the work, such as errors of logic or fact, omissions of necessary content such as safety information, poorly constructed sentences, spelling, stylistic inconsistencies, and grammatical flaws.

6. **Delivery Schedule and Acceptance.** Contractor will deliver work to Client according to the delivery schedule specified by Client. The Services shall conform with the specifications and instructions of Client, and is subject to Client's acceptance and approval.
7. **Change of Scope: Alterations.** Client has the right to remove any portion of the work from the Contractor at any time, for any reason whatsoever. In the event that Client deems it necessary to remove any portion of the work from the Contractor, Client shall give the Contractor 2 days' notice.
8. **Ownership of Work.** Any work performed by Contractor under this Agreement shall be considered a "work made-for-hire" under the United States Copyright Act of 1976 and, at all stages of development, shall be the sole and exclusive property of Client. In the event it should be established that such work does not qualify as a "work made-for-hire", Contractor agrees to and does hereby assign to Client, all rights, title, and/or interest in such work product, including, but not limited to, all copyrights, patents, trademarks, and propriety rights.
9. **Compensation.** Client shall pay Contractor at the rate of \$25/article. Contractor shall submit invoices to Client upon the publication of work. Client will pay Contractor invoices within 30 days of Client's receipt of invoice.

10. **Taxes.** Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. Contractor hereby indemnifies and holds Client harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Client arising out of Contractor's failure with respect to its obligations in this Section.
11. **Indemnification.** Contractor agrees to indemnify, hold harmless and defend Client and its directors, officers, employees and agents from and against any action, claim, demand or liability, including reasonable attorney's fees and costs, arising from or relating to: (i) Contractor's breach of this Agreement; (ii) the negligence or willful misconduct of Contractor; or (iii) any allegation that the Contractor caused injury and/or damage to any third Person ("Person" is defined as any individual, corporation, company, partnership, government or any other entity). Contractor agrees that Client shall have the right to participate in and control the defense of any such claim through counsel of its own choosing at the expense of Contractor.
12. **Covenant Not to Disclose Confidential or Proprietary Information or Trade Secrets.** Contractor agrees not to use, disclose, copy or permit the use or disclosure of any customer's names or list of customers, confidential or proprietary information or trade secrets of any type or description relating to Client, to any third party in any manner whatsoever, except to existing employees of Client or as otherwise directed by Client in the course of Contractor's performance of services under this Agreement, and thereafter only with the written permission of Client.

"Confidential and proprietary information and trade secrets" includes all information, concepts, plans, operations, methods of doing business, protocols, processes, techniques, agreements, business, marketing and financial information, programs, documentation and the like developed, used by, or associated with Client.

In the event this Agreement is terminated, Contractor agrees not to take, carry away, or use in any manner, any information of the type described in the preceding paragraph.

13. **Force Majeure.** If either party hereto is unable to perform any of its obligations hereunder by reason of fire or other casualty, strike, act or order of public authority, act of God, or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.
14. **Modification.** No amendment or modification of this Agreement shall be valid or effective unless in writing and signed by the parties to this Agreement.
15. **Choice of Law.** This Agreement shall be construed and enforced pursuant to the laws and decisions of the State of North Dakota.

- 16. **Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or application of the Agreement that can be given effect without the invalid provisions or applications, and, to this end, the provisions of this Agreement are declared to be severable.
- 17. **No Assignment.** Neither party shall assign or transfer any rights under this Agreement without the other party's prior written consent. Any attempted assignment to transfer without such consent shall be void.
- 18. **Headings Not Controlling.** Headings in this Agreement are used for ease of reference and are not controlling of the interpretation of this Agreement.
- 19. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements written between the parties prior to the commencement date.

In witness whereof, Client and Contractor have entered into this Agreement.

CONTRACTOR SIGNATURE _____ **DATE** _____

CONTRACTOR PRINTED NAME _____

CONTRACTOR ADDRESS _____

CONTRACTOR PHONE _____

CONTRACTOR EMAIL _____

CLIENT SIGNATURE _____ **DATE** _____