

CONTRACTOR AGREEMENT

Location: _____ Date: _____

Parties:

Contractor Name: _____

ABN/ACN: _____

Address: _____

Phone/Email: _____

Client Information:

Client Name: _____

ABN/ACN (if applicable): _____

Address: _____

Phone/Email: _____

Scope of Work:

Description of Services to be performed by Contractor:

Contract Price and Payment Terms:

Total Contract Price: _____ AUD

Payment Schedule and Method: _____

Term and Termination:

This Agreement commences upon signing and continues until completion of the Services unless terminated earlier as provided herein. Either party may terminate this Agreement by providing written notice to the other party if the other party breaches any material term and fails to remedy the breach within 14 days of receiving notice. Upon termination, the Client shall pay for all work performed up to the date of termination.

Warranties and Representations:

The Contractor warrants that it has the necessary skills, qualifications, and licenses to perform the Services and will perform the Services with due care and skill and in accordance with applicable laws and standards. The Client represents that it has the authority to enter into this Agreement.

Insurance and Liability:

The Contractor shall maintain appropriate insurance coverage including public liability and workers' compensation insurance. The Contractor's liability for any claim arising out of this Agreement shall not exceed the total Contract Price except where liability cannot be limited by law.

Indemnity:

The Contractor indemnifies and holds harmless the Client from and against any claims, losses, damages, liabilities, costs, and expenses (including legal fees) arising from any breach of this Agreement or negligence by the Contractor except to the extent caused by the Client's own negligence or breach.

Confidentiality:

Each party agrees to keep confidential all information disclosed by the other party that is designated as confidential or that ought reasonably to be regarded as confidential and not to disclose it to any third party except as required by law or with prior written consent.

Dispute Resolution:

The parties agree to attempt to resolve any disputes arising out of this Agreement by good faith negotiation. If unresolved, the dispute shall be submitted to mediation before any party can commence court proceedings.

Governing Law:

This Agreement is governed by the laws of the Commonwealth of Australia and the State or Territory in which the Services are performed.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter hereof.

Amendments:

No amendment or variation to this Agreement is effective unless it is in writing and signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

Counterparts:

This Agreement may be executed in counterparts, each of which is deemed an original and all of which constitute one and the same instrument.

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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