

INDEPENDENT CONTRACTOR/FREELANCE ATTORNEY AGREEMENT

THIS AGREEMENT is entered into by and between _____(hereinafter “Law Firm”), and Stacy N. Lilly (hereinafter “Attorney”).

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Law Firm returns a signed copy of this Agreement and pays the initial deposit called for under Paragraph 8.

2. **SCOPE OF SERVICES.** Law Firm has retained Attorney to provide the following service(s) (hereinafter “Work”):

- ✓ _____
- ✓ _____

3. **DEADLINE(S).** Law Firm has represented that the deadline for the Work is _____. Attorney will have the Work completed no later than close of business on _____.

4. **REPRESENTATIONS AND WARRANTIES.** Law Firm represents and warrants that it is duly licensed to practice law in the State of _____, that the Work is for a client of Law Firm, that the deadline set forth in Paragraph 3 is accurate, and that no attorney-client relationship is formed between Attorney and Law Firm. Law Firm remains wholly responsible to said client with respect to the Work.

5. **CONFIDENTIALITY AND NON-SOLICITATION.** Attorney agrees to maintain confidential all information provided by Law Firm to Attorney for purposes of the Work, and shall return or destroy all client documents upon completion of the Work at Law Firm’s option. Attorney also agrees to not initiate contact with, or otherwise solicit business from, Law Firm’s client.

6. **INDEPENDENT CONTRACTOR STATUS.** Attorney is not an employee of the Law Firm for any purpose. Law Firm shall not be responsible for the payment of any federal, state, or local taxes for or on behalf of Attorney under any circumstances. Attorney shall not be entitled to receive any fringe or other benefits as may be received by Law Firm’s regular employees.

7. **FEES AND COSTS.** Law Firm agrees to pay \$_____/hour for Attorney’s services, not to exceed \$_____ for the Work listed in paragraph 3, above. Law Firm agrees to reimburse Attorney for reasonable expenses incurred in connection with the Work only if advance approval of the expenses is obtained from Law Firm.

8. **DEPOSIT.** Law Firm shall deposit \$_____ by _____ as an advance on services rendered. Payment shall be made by check made payable to Stacy N. Lilly, unless otherwise agreed by the parties.

9. **PAYMENT AND TERMS.** Attorney will submit monthly invoices for the Work rendered pursuant to this Agreement to Law Firm beginning thirty days from the date of this Agreement. Law Firm agrees to submit payment for each invoice within 15 calendar days from receipt of each invoice. Overdue invoices are subject to interest of 5% per month.

10. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in

Attorney's statements to Law Firm will be construed as a promise or guarantee about the outcome of the underlying client matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Law Firm's matter are expressions of opinion only.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding, unless agreed to in writing by the parties.

12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

13. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement and only in writing signed by both parties.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE LAW FIRM SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. LAW FIRM SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Stacy N. Lilly, Attorney

Date

_____, Law Firm

Date