

# **SERVICE CONTRACT**

This contract is made by and between \_\_\_\_\_, (herein "DISTRIBUTOR") and \_\_\_\_\_, Social Security Number \_\_\_\_\_ (herein "CONTRACTOR") residing at \_\_\_\_\_.

**WHEREAS**, DISTRIBUTOR is the owner of a distribution business and CONTRACTOR is an independent business person with the experience and skills necessary to operate and manage a distribution business; and

**WHEREAS**, DISTRIBUTOR desires to engage CONTRACTOR to manage and operate its business for a limited period of time; and CONTRACTOR is desirous of being so engaged.

**NOW, THEREFORE**, it is agreed as follows:

1. DISTRIBUTOR hereby engages CONTRACTOR as an independent contractor and not as an employee to operate and manage DISTRIBUTOR'S business for the period commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.
2. CONTRACTOR shall be free to operate and manage the business in whatever manner he deems appropriate and using such persons, employees or otherwise, as he shall choose to assist him in that regard; provided, however, that CONTRACTOR'S performance must at all times comply with the terms of the Distributor's Agreement executed between DISTRIBUTOR and its major supplier, a copy of which has been made available to CONTRACTOR.
3. The parties agree and understand that DISTRIBUTOR has no right to control or direct the manner, time, or methods of the work to be performed. CONTRACTOR understands and agrees that he shall have exclusive right to select, engage, fix the compensation of, discharge and otherwise to manage, supervise and control the persons hired by him and shall, with respect to all such persons, perform all obligations and discharge all liabilities imposed upon employers under labor, wage-hour, workmen's compensation, unemployment compensation or insurance, Social Security and other federal, state and municipal laws and regulations. CONTRACTOR hereby agrees to indemnify and hold DISTRIBUTOR harmless against any costs, charges, claims, etc. which may arise out of the failure to perform such obligations and/or discharge such liabilities.
4. DISTRIBUTOR shall pay CONTRACTOR the sum of \$\_\_\_\_\_. Payment shall be made (upon completion) (in weekly increments) (at the end of each week).
5. This contract may be terminated immediately by DISTRIBUTOR in the event CONTRACTOR breaches any term of the Distributor's Agreement referred to above or by either party on 5 days notice.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
DISTRIBUTOR

\_\_\_\_\_  
CONTRACTOR

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You should consult your attorney to be sure it is appropriate for your use.  
Always make copies for your records, your contractor, and for your DSA Rep.*