

BonGoods Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made as of [Insert Date] by and between:

BonGoods, Inc. (“BonGoods”), a California corporation with its principal business at [Insert Address],

and

[Contractor Name] (“Contractor”), an independent design professional.

BonGoods and Contractor may collectively be referred to as the “Parties.”

1. Purpose

BonGoods engages Contractor as an independent designer to assist with the preparation of design deliverables, renderings, drawings, and product sourcing as part of BonGoods’ online interior design services.

This Agreement defines the scope, payment, and ownership of work performed by the Contractor.

2. Relationship of the Parties

Contractor is engaged as an independent contractor, not an employee, partner, or agent of BonGoods.

Nothing in this Agreement shall be interpreted as creating an employment relationship, joint venture, or partnership.

Contractor shall have no authority to bind BonGoods or act on its behalf without written authorization.

Contractor is responsible for paying all applicable taxes, insurance, and business expenses incurred during performance of services.

3. Scope of Services

Contractor agrees to perform the following tasks as requested by BonGoods:

Create or edit interior design concepts, layouts, and renderings;

Source furnishings, décor, and materials from approved vendors;

Prepare mood boards, material boards, and PDF presentations;

Follow BonGoods' brand aesthetic and project standards;

Submit work by agreed deadlines and respond to revisions promptly.

All work will be performed remotely and communicated digitally through email or the BonGoods project management platform.

4. Compensation

Contractor will be paid on a per-project or per-room basis, as agreed in writing prior to each assignment.

Payment will be issued within 10 business days of BonGoods' approval of completed deliverables.

Contractor is not entitled to employee benefits, health insurance, or paid leave.

All payments are inclusive of Contractor's taxes, software costs, and expenses.

BonGoods reserves the right to withhold payment for incomplete, late, or unsatisfactory work until corrections are made.

5. Intellectual Property Ownership

All deliverables created by Contractor under this Agreement—including but not limited to drawings, CAD files, renderings, images, and concept boards—shall be considered “work made for hire” and the sole property of BonGoods, Inc.

Contractor acknowledges that:

BonGoods owns all copyrights, trademarks, and derivative rights in the deliverables;

Contractor may not reuse or sell any portion of the work to other clients or companies;

Contractor may include select portfolio samples only with written permission from BonGoods and without client-identifying details.

6. Confidentiality

Contractor agrees to maintain strict confidentiality regarding all BonGoods business operations, client data, pricing structures, and proprietary materials.

Contractor may not share, publish, or disclose any confidential information without prior written consent from BonGoods, both during and after the term of this Agreement.

7. Non-Solicitation

Contractor agrees not to contact, solicit, or accept work directly from any BonGoods client introduced or referred through BonGoods, either during or for two (2) years after termination of this Agreement.

All client relationships remain the exclusive property of BonGoods.

8. Representations and Warranties

Contractor represents that they:

Are professionally qualified to perform design and rendering work;

Will perform services with reasonable skill, care, and timeliness;

Will not infringe upon the intellectual property or rights of third parties; and

Have the necessary software licenses and equipment to complete assigned tasks.

Contractor agrees to indemnify and hold BonGoods harmless from any claims, damages, or losses arising from Contractor’s negligence or breach of this Agreement.

9. Term and Termination

This Agreement becomes effective on the date above and shall remain in effect until terminated by either party upon 10 days' written notice.

BonGoods may terminate immediately for cause, including:

Missed deadlines or repeated late submissions;

Breach of confidentiality;

Failure to follow BonGoods brand or quality standards.

Upon termination, Contractor must deliver all incomplete and completed project files to BonGoods immediately.

10. Independent Status & Taxes

Contractor is solely responsible for reporting and paying all applicable federal, state, and local taxes on compensation earned.

BonGoods will issue a Form 1099 for U.S.-based Contractors earning \$600 or more annually.

11. Limitation of Liability

In no event shall BonGoods be liable for any indirect, incidental, or consequential damages arising out of this Agreement.

BonGoods' total liability for any claim shall not exceed the compensation paid to Contractor for the specific project in question.

12. Governing Law

This Agreement shall be governed by the laws of the State of California, and any disputes shall be resolved by binding arbitration in Los Angeles County under the rules of the American Arbitration Association (AAA).

13. Entire Agreement

This document constitutes the entire understanding between BonGoods and Contractor and supersedes all prior communications or agreements.

Any modifications must be made in writing and signed by both parties.

14. Signatures

BonGoods, Inc.

Authorized Representative: _____

Title: _____

Signature: _____ Date: _____

Independent Contractor

Name: _____

Company (if applicable): _____

Signature: _____ Date: _____