

FREELANCE CONTRACT

This Freelance Contract ("Agreement") is entered into on this _____ day of _____, 20_____, by and between:

Client:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: _____

and

Freelancer:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: _____

(Hereinafter collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, Client desires to engage Freelancer to provide certain services as described herein; and
WHEREAS, Freelancer is qualified and willing to provide such services to Client on the terms and conditions set forth in this Agreement;

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

1. DEFINITIONS

a. "Services" shall mean the work, tasks, and deliverables to be performed by Freelancer for Client as described in Section 2 of this Agreement.

b. "Deliverables" shall mean the tangible or intangible results of the Services, including but not limited to reports, designs, code, content, and other materials created by Freelancer.

c. "Confidential Information" shall mean any non-public information, whether written or oral, disclosed by one Party to the other, including but not limited to business plans, financial data, customer lists, technical data, and trade secrets.

2. SERVICES

a. **Scope of Work:** Freelancer agrees to perform the following Services for Client:

b. **Deliverables:** The specific Deliverables to be provided by Freelancer include:

c. **Client Review and Approval:** Client shall have _____ days to review and approve Deliverables. If Client does not provide written feedback or approval within this period, the Deliverables shall be deemed approved.

3. TERM

This Agreement shall commence on the _____ day of _____, 20____ ("Effective Date") and shall continue in full force and effect until terminated by either Party in accordance with Section 12 of this Agreement.

4. COMPENSATION

a. **Payment Structure:** Client agrees to compensate Freelancer for the Services as follows:

b. **Payment Schedule:** Payments shall be made by Client to Freelancer on the following schedule:

c. **Late Payments:** Any payments not made within _____ days of the due date shall be subject to a late fee of _____ % per month or the maximum rate permitted by law, whichever is less, on the outstanding balance.

5. EXPENSES

a. Freelancer shall be responsible for all business expenses incurred in performing the Services, unless otherwise agreed upon in writing by both Parties.

b. If Client agrees to reimburse Freelancer for specific pre-approved expenses, Freelancer must provide itemized receipts for all such expenses.

6. INTELLECTUAL PROPERTY

a. **Work Product:** All Deliverables and any other work product created by Freelancer in connection with the Services (collectively, "Work Product") shall be considered "works made for hire" to the extent permitted by law. If any Work Product is not deemed a "work made for hire," Freelancer hereby assigns to Client all right, title, and interest in and to such Work Product, including all intellectual property rights therein.

b. **Freelancer's Pre-existing Materials:** Any intellectual property owned by Freelancer prior to the Effective Date of this Agreement, or developed by Freelancer independently of this Agreement ("Freelancer's Pre-existing Materials"), shall remain the sole property of Freelancer. Freelancer grants Client a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and display Freelancer's Pre-existing Materials solely for the purpose of utilizing the Work Product.

c. **Client's Materials:** All materials provided by Client to Freelancer for the purpose of performing the Services shall remain the sole property of Client. Freelancer agrees to use such materials solely for the purpose of performing the Services under this Agreement.

7. CONFIDENTIALITY

a. During the term of this Agreement and for a period of _____ years thereafter, each Party agrees to keep confidential all Confidential Information of the other Party.

b. Neither Party shall disclose, use, or permit the use of the other Party's Confidential Information for any purpose other than the performance of this Agreement, without the prior written consent of the disclosing Party.

c. This obligation of confidentiality shall not apply to information that: (i) is or becomes publicly available through no fault of the receiving Party; (ii) was known to the receiving Party prior to its disclosure by the disclosing Party; (iii) is rightfully obtained by the receiving Party from a third party without restriction on disclosure; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

d. Each Party may disclose Confidential Information if required by law or court order, provided that the Party provides prompt notice to the other Party to allow them to seek a protective order or other appropriate remedy.

8. INDEPENDENT CONTRACTOR STATUS

- a. Freelancer is an independent contractor and not an employee, partner, agent, or joint venture of Client.
- b. Freelancer shall have sole control over the manner and means of performing the Services. Freelancer is not authorized to make any representation, contract, or commitment on behalf of Client.
- c. Freelancer is solely responsible for all taxes, including income tax, self-employment tax, and any other applicable taxes, and for all necessary licenses, permits, and registrations. Client shall not withhold any taxes from payments made to Freelancer.
- d. Freelancer is not entitled to any employee benefits from Client, including but not limited to health insurance, retirement plans, or paid time off.

9. REPRESENTATIONS AND WARRANTIES

a. **Freelancer's Warranties:** Freelancer represents and warrants that: (i) Freelancer has the necessary skills, experience, and qualifications to perform the Services in a professional and workmanlike manner; (ii) the Services and Work Product will not infringe upon the intellectual property rights of any third party; and (iii) Freelancer has the full right and authority to enter into this Agreement and perform the Services.

b. **Client's Warranties:** Client represents and warrants that: (i) Client has the full right and authority to enter into this Agreement; and (ii) Client will provide Freelancer with all necessary information, access, and cooperation required for Freelancer to perform the Services.

10. INDEMNIFICATION

a. Freelancer agrees to indemnify, defend, and hold harmless Client, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) Freelancer's breach of any representation, warranty, or covenant in this Agreement; (ii) any negligent or willful act or omission of Freelancer in the performance of the Services; or (iii) any claim that the Work Product infringes upon the intellectual property rights of a third party, except to the extent such infringement arises from materials provided by Client.

b. Client agrees to indemnify, defend, and hold harmless Freelancer, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) Client's breach of any representation, warranty, or covenant in this Agreement; (ii) any negligent or willful act or omission of Client; or (iii) any claim that materials provided by Client infringe upon the intellectual property rights of a third party.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, OR

USE, INCURRED BY THE OTHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO FREELANCER UNDER THIS AGREEMENT.

12. TERMINATION

- a. **Termination for Convenience:** Either Party may terminate this Agreement for any reason upon _____ days' written notice to the other Party.
- b. **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within _____ days after receiving written notice thereof.
- c. **Effect of Termination:** Upon termination of this Agreement for any reason: (i) Client shall pay Freelancer for all Services performed and expenses incurred up to the effective date of termination; (ii) Freelancer shall promptly deliver all Work Product and Client's materials to Client; and (iii) Sections 6 (Intellectual Property), 7 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 14 (Governing Law and Jurisdiction), and 16 (Entire Agreement) shall survive termination.

13. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail (return receipt requested), or sent by recognized overnight courier service to the addresses set forth at the beginning of this Agreement, or to such other address as a Party may designate by written notice to the other Party.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in _____ County, State of _____.

15. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

17. AMENDMENT

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

18. WAIVER

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision at a later time.

19. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and permitted assigns. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

20. COUNTERPARTS

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

21. HEADINGS

The headings in this Agreement are for convenience only and shall not affect its interpretation.

22. CONSTRUCTION

No presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

CLIENT

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

FREELANCER

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

*

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20 _____, before me, a Notary Public in and for said County and State, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument as the Client, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____ day of _____, 20 _____

(Seal)

*

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County and State, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument as the Freelancer, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____ day of _____, 20_____

(Seal)