

Freelance Contract

Key Terms

This Freelance Services Agreement (the "Agreement") is entered into as of [Month DD, YYYY] (the "Effective Date") by and between [Client Name], with a principal address at [Street, City, State, ZIP] (the "Client"), and [Your Name], with a principal address at [Street, City, State, ZIP] (the "Freelancer"). The parties agree to the key commercial terms summarized below and to the numbered clauses that follow.

Term | Details

Agreement Date | [Month DD, YYYY]

Client | [Client Name], [Street, City, State, ZIP]

Freelancer | [Your Name], [Street, City, State, ZIP]

Project | [Short project description]

Start Date | [Month DD, YYYY]

Estimated Completion | [Month DD, YYYY]

Total Fee | [\$0.00] ([flat fee / per hour])

Payment Schedule | [50]% upon signing, [50]% upon final delivery

Payment Method | [Payment method]

Late Fee | [1.5]% per month

Termination Notice | [14] days' written notice

1. Services and Scope of Work

The Freelancer agrees to perform the services and produce the deliverables described in the Key Terms and specified as follows: [Describe the deliverables, specifications, and acceptance criteria]. The Freelancer shall perform the services in a professional and workmanlike manner, consistent with generally accepted industry standards. The following items are expressly excluded from the scope of this Agreement: [List excluded work]. Any work outside the scope described above requires a written change order under Clause 2 before the Freelancer begins that work.

2. Change Orders

Either party may request a change to the scope, schedule, or fees by delivering a written description of the proposed change to the other party. The Freelancer shall respond within [3] business days with the impact of the change on fees and schedule, and neither party is bound until both parties have signed the resulting change order. The Freelancer is not obligated to perform changed or additional work before a change order is signed, and any such work performed without one is at the Freelancer's own expense.

3. Compensation and Payment

The Client shall pay the Freelancer the fees stated in the Key Terms according to the payment schedule stated there. The Freelancer shall invoice the Client for each amount as it falls due, and each invoice is payable within [14] days of receipt. Any amount not paid when due accrues a late charge of [1.5]% per month, or the maximum rate permitted by law, whichever is less. If any payment remains overdue for more than [14] days after written notice, the Freelancer may suspend work until the overdue amount is paid, and any delivery dates will be extended accordingly.

4. Revisions

The fees stated in the Key Terms include up to [2] rounds of revisions per deliverable. The Client shall request revisions in writing within [7] days of receiving a deliverable; a deliverable is deemed accepted if no revisions are requested within that period. Revisions beyond the included rounds, and revisions that

change the agreed direction or scope of a deliverable, will be billed at [\$0.00] per hour and handled through a change order under Clause 2.

5. Independent Contractor Status

The Freelancer enters into this Agreement as an independent contractor and not as an employee, agent, partner, or joint venturer of the Client. Nothing in this Agreement shall be construed to create an employment relationship between the parties. The Freelancer is solely responsible for the payment of all federal, state, and local taxes, self-employment taxes, and insurance arising from compensation paid under this Agreement. The Freelancer shall supply their own equipment, tools, and workspace, and is not entitled to any employee benefits, workers' compensation coverage, or unemployment insurance from the Client.

6. Term and Termination

This Agreement begins on the Effective Date and continues until the services are completed or the Agreement is terminated as provided here. Either party may terminate this Agreement for convenience by giving the other party at least [14] days' written notice. Upon termination, the Client shall pay the Freelancer for all work performed through the effective date of termination, together with any non-cancellable expenses the Freelancer reasonably committed to before receiving notice. Either party may terminate this Agreement immediately if the other party materially breaches it and fails to cure the breach within [10] business days after receiving written notice describing it. Clauses concerning intellectual property, confidentiality, limitation of liability, and governing law survive any termination of this Agreement.

7. Ownership and Intellectual Property

Upon the Freelancer's receipt of full payment of all fees due under this Agreement, the Freelancer assigns to the Client all right, title, and interest in and to the final deliverables, and the deliverables become the exclusive property of the Client. Until full payment is received, the Freelancer retains all rights in the deliverables and the Client has no license to use them. Notwithstanding the assignment, the Freelancer retains ownership of pre-existing materials, tools, and generalized know-how used to create the deliverables, and grants the Client a non-exclusive, perpetual license to use such pre-existing materials solely as embedded in the deliverables. The Freelancer may display the completed work in portfolios and self-promotional materials unless the Client withdraws this permission in writing.

8. Confidentiality

In the course of this engagement, the Freelancer may receive non-public business, technical, or personal information belonging to the Client. The Freelancer agrees to use such information solely to perform the services under this Agreement, to protect it with at least the degree of care used for their own confidential information, and not to disclose it to any third party without the Client's prior written consent. This obligation does not apply to information that is publicly available, already known to the Freelancer without restriction, or required to be disclosed by law. This clause survives the termination or expiration of this Agreement for a period of [2] years.

9. Limitation of Liability

To the maximum extent permitted by law, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including lost profits or lost business opportunities, arising out of or relating to this Agreement. The total aggregate liability of either party for any and all claims arising under this Agreement shall not exceed the total fees paid or payable by the Client to the Freelancer under this Agreement. This limitation applies regardless of the form of action,

whether in contract, tort, or otherwise.

10. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from causes beyond that party's reasonable control, including acts of God, natural disasters, epidemics, war, terrorism, civil unrest, labor disputes, governmental action, power or internet outages, or serious illness. The affected party shall notify the other party as soon as reasonably practicable and shall use reasonable efforts to resume performance. If a force majeure event prevents performance for more than [30] days, either party may terminate this Agreement upon written notice, and the Client shall pay for all services performed up to the date of termination.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict-of-laws principles. Any dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in [County], [State], and each party consents to the personal jurisdiction of those courts.

12. Entire Agreement; Amendments

This Agreement, together with any attachments expressly referenced in it, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous negotiations, representations, and agreements, whether written or oral. No amendment to this Agreement shall be effective unless made in writing and signed by both parties. No waiver of any provision shall be deemed a waiver of any other provision or of the same provision on any other occasion.

13. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Client Signature: [Signature]

Date: [Month DD, YYYY]

Freelancer Signature: [Signature]

Date: [Month DD, YYYY]

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