

# Freelance Writing Contract

## Key Terms

This Freelance Writing Agreement (the "Agreement") is entered into as of [Month DD, YYYY] (the "Effective Date") by and between [Client or Publication 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 "Writer"). 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 / Publication | [Client or Publication Name], [Street, City, State, ZIP]

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

Content Type | [Blog posts / website copy / feature articles]

Subject Matter | [Subject area or beat]

Word Count per Piece | [1,200-1,500] words

Number of Pieces | [4]

First Draft Due | [Month DD, YYYY]

Final Delivery Deadline | [Month DD, YYYY]

Rate | [\$0.00] per [word / piece / project]

Payment Schedule | [50]% on assignment, [50]% on acceptance

Payment Method | [Payment method]

Late Fee | [1.5]% per month

Kill Fee | [50]% of the agreed fee

Termination Notice | [7] days' written notice

## 1. Services and Editorial Scope

The Writer agrees to research, write, and deliver the content described in the Key Terms, conforming to the written brief, style guide, and editorial standards the Client provides before work begins. The Writer shall meet the following research and sourcing requirements: [Research requirements, such as source interviews or cited statistics]. Work not described in the Key Terms or the brief, including graphic design, social media distribution, and content strategy, is outside the scope of this Agreement. Any out-of-scope work requires a written change order under Clause 2 before the Writer begins it.

## 2. Change Orders

Either party may request a change to the assignment, including its length, angle, deadline, or the number of pieces, by delivering a written description of the proposed change. The Writer shall respond within [3] business days with the impact on fees and schedule, and neither party is bound until both parties have agreed to the change in writing. A material change to the brief after the Writer has begun work, including a change of topic or angle that requires substantial rewriting, is treated as a new assignment and billed accordingly.

## 3. Compensation and Payment

The Client shall pay the Writer at the rate and on the schedule stated in the Key Terms. Payment obligations are triggered by the Writer's delivery and the Client's acceptance of each piece, not by the Client's publication of it, and no payment may be withheld solely because a piece has not yet been published. 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.

## 4. Revisions

The fees stated in the Key Terms include up to [2] rounds of revisions per piece, limited to edits that bring the piece into conformance with the original written brief. The Client shall request revisions in writing within [7] days of delivery, and the Writer shall return each revision within [3] business days. Rewrites caused by a change in the brief, the angle, or the Client's preferences after delivery of an on-brief draft are not revisions; they are new work billed at [\$0.00] per hour under Clause 2.

## 5. Kill Fee and Termination

If the Client cancels a commissioned piece, or declines to accept a completed draft that conforms to the written brief, the Client shall pay the Writer a kill fee equal to [50]% of the agreed fee for that piece, and the Writer retains all rights in the killed material. Either party may terminate this Agreement for convenience by giving the other party at least [7] days' written notice; upon termination the Client shall pay in full for all pieces delivered and the applicable kill fee for any piece then in progress. Either party may terminate immediately if the other party materially breaches this Agreement and fails to cure the breach within [10] business days after written notice. Clauses concerning warranties, intellectual property, confidentiality, limitation of liability, and governing law survive termination.

## 6. Independent Contractor Status

The Writer 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 Writer 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 Writer 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.

## 7. Warranty of Originality and Indemnification

The Writer warrants that all delivered work is original to the Writer, has not been previously published, and is free of plagiarism, and that it does not infringe any third party's copyright, trademark, right of privacy, or right of publicity, and is not defamatory. The Writer further warrants that factual statements in the work are, to the best of the Writer's knowledge after professionally reasonable research, accurate and supported by the sources cited. The Writer shall indemnify and hold the Client harmless against third-party claims, damages, and reasonable legal costs arising from a breach of these warranties. The Client shall likewise indemnify the Writer against claims arising from material the Client supplied, from changes the Client made to the work after delivery, or from the context in which the Client publishes the work.

## 8. Byline and Attribution

The parties select one of the two alternatives below and shall delete the option that does not apply.

Option A (Byline). The Client shall credit the Writer as "By [Writer Name]" on all published formats of each piece, and shall include the Writer's short biography and a link to the Writer's website where the publication format reasonably allows. The Client shall not remove the byline from a published piece without the Writer's written consent.

Option B (Ghostwriting). The work will be published without attribution to the Writer, under the Client's name or a name the Client designates, and the Writer waives any right to be identified as the author to the extent permitted by law. The Writer shall not publicly claim authorship of specific pieces, but may describe the engagement in general terms for business development purposes unless the Confidentiality clause provides otherwise.

## 9. Ownership and Reprint Rights

Upon the Writer's receipt of full payment for a piece, the Writer assigns to the Client all right, title, and interest in and to that piece. Until full payment is received, the Writer retains all rights and the Client has no license to publish or otherwise use the work. The Writer shall not resell, syndicate, or republish an assigned piece without the Client's prior written consent. After a piece is first published by the Client, the Writer may display it in portfolios and include it in samples for prospective clients, with credit to the original publication, unless Option B of the Byline clause applies and the Client has not consented in writing.

## 10. Confidentiality

In the course of this engagement, the Writer may receive non-public business, technical, or personal information belonging to the Client. The Writer 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 Writer 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.

## 11. 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 Writer under this Agreement. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise.

## 12. 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.

## 13. 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.

## 14. 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.

## 15. 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]

Writer Signature: [Signature]

Date: [Month DD, YYYY]

This template is provided for informational purposes only and is not legal advice. Review with a licensed attorney before use.