Freelance Services Agreement

This agreement is between _____ (the "Freelancer") and _____ (the "Client"). It starts on the date of the last signature below.

Freelancer's mailing address: _____

Client's mailing address: _____

This form is for ordinary freelance services. Before offering it for signature, check the rules where the Client is located, where the sale takes place and where the Work will be done. Do not use this form alone for home improvement work, licensed services with special contract requirements, or a consumer sale that requires a cancellation notice or form. Where the law requires, use the required contract terms and give all required copies and notices, in the required format, at or before signing, and follow any licensing and waiting-period rules before work starts.

Each party will receive a completed, signed copy of this agreement to keep, and will keep it for any period the law requires; the Client will make sure the Freelancer has one before work starts. The Client will also give any separate notice of rights, pre-work disclosure or itemized payment statement required where the Work is performed.

1. The work

The Freelancer will provide the following services and deliverables (the "Work"), each listed separately with its agreed value, or with a good-faith estimate only if the value is not known and the law permits an estimate. For each deliverable, include its format, delivery method and any included revision rounds:

Each service or deliverable, with its value or estimated value

Target completion date: _____. The Client will provide the files, access, information and decisions the Work needs, as listed above or as the Freelancer reasonably requests; if any of them is late, the target completion date moves by the delay this causes, and the Freelancer will tell the Client promptly. The Freelancer will deliver the Work as described above. The Client will review it promptly and identify any specific failure to meet the agreed requirements, which the Freelancer will correct within a reasonable time at no extra charge. Requests outside the agreed Work, and any other change to the Work, must be agreed in writing, including by email, together with any change to the fee or dates. Review does not postpone a payment deadline under section 2.

2. Fee and expenses

The Client will pay the Freelancer at the following price or rate and by the following method of compensation: _____. The Freelancer will submit invoices, and any list of services the Client's payment process needs, by _____. Each payment is due _____, but never later than an earlier deadline required by applicable law. A late invoice does not extend a payment deadline that the law requires. Expenses are paid only if the Client approved them in advance in writing. Amounts unpaid when due bear interest at 1% per month or the highest rate the law allows, whichever is lower.

3. Independent contractor

The parties intend an independent contractor relationship: the Freelancer is not an employee, partner or agent of the Client. The Freelancer decides how, when and where to do the Work, provides their own equipment and may work for others. Except where the law requires otherwise, the Freelancer is responsible for their own taxes, insurance and benefits. The Client will make any reports, deductions, withholdings and payments required by law. Nothing in this agreement waives worker protections that apply to the actual relationship. If the Client will control how the work is done, a different kind of agreement may be needed.

4. Ownership of the Work

Once the Client has paid in full, the Freelancer assigns to the Client all rights in the final deliverables made specifically for the Client. The Freelancer will make sure that anyone the Freelancer brings in to help with the Work assigns their rights in the deliverables in the same way. The assignment does not include the Freelancer's pre-existing materials, tools or general know-how, or materials owned by others. On payment, the Freelancer grants the Client a perpetual, worldwide, royalty-free, non-exclusive license to use, copy, modify, distribute, display and perform the Freelancer's materials as part of the deliverables, to authorize others to do so, and to transfer that license with the deliverables. Before including material owned by others (such as stock images, fonts or software), the Freelancer will identify it, disclose its license terms, restrictions and costs, obtain the Client's written approval, and secure any permissions needed for the agreed use. The Client grants the Freelancer a non-exclusive license to use, copy and adapt the materials the Client provides, only as needed to do the Work. Once the Work is public, the Freelancer may show it in their portfolio unless the Client says otherwise in writing, without disclosing the Client's confidential information.

5. Confidentiality

Each party will protect the other's non-public business and personal information received for the Work with reasonable care, and use it only to carry out this agreement or exercise rights granted by it. A party may share that information with personnel, approved service providers and professional advisers who need it for that purpose and are bound to keep it confidential; the sharing party is responsible for their compliance. These duties continue for two years after the agreement ends, except that they continue for trade secrets for as long as the information remains a trade secret, and for personal information for as long as applicable law requires. They do not apply to information that is or becomes public other than

through a breach of this agreement, or that the receiving party already knew without a duty of confidence. A party may disclose protected information to the extent legally required; where lawful and practicable, it will first notify the other party so that party can seek protection, and the information otherwise remains protected by this section. No notice or permission is needed for a legally protected report or disclosure, including one described below.

Before the Client gives the Freelancer access to personal information about other people, or asks the Freelancer to collect such information for the Client, the parties will decide whether the Work needs a separate privacy, security or data-processing agreement and, if so, sign it before access is given or collection begins. Each party will promptly tell the other of any unauthorized access to or disclosure of the other's information received for the Work, and cooperate in any response the law requires.

Notice under 18 U.S.C. section 1833(b): an individual is not liable under federal or state trade secret law for disclosing a trade secret in confidence to a government official or to a lawyer solely to report or investigate a suspected violation of law, or in a complaint or other document filed under seal in a lawsuit or other proceeding. An individual who sues an employer for retaliation for reporting a suspected violation of law may disclose the trade secret to their lawyer and use it in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose it except under court order.

6. Warranties

The Freelancer will do the Work in a professional manner and, to the Freelancer's knowledge, the deliverables will not infringe anyone else's rights. Each party confirms it is free to enter into this agreement, and that it has permission to supply the materials it provides for the uses agreed in this agreement, including any needed permission from people whose names or likenesses it supplies. Portfolio use under section 4 is subject to applicable privacy and publicity rights and third-party license restrictions; publication of the Work alone does not establish a third party's permission. Apart from this section and the Freelancer's duties in section 1 to deliver the Work as described and to correct failures to meet the agreed requirements, the Freelancer gives no other warranties, to the extent the law allows.

7. Limits of liability

Neither party is liable for indirect or consequential losses, such as lost profits. Each party's total liability under this agreement is limited to the fees paid or payable under it. These limits do not apply to unpaid fees, breach of confidentiality, harm caused deliberately or by gross negligence, bodily injury, death or physical damage to tangible property caused by a party's negligence, or anything else the law does not allow to be limited. Nothing in this agreement limits a consumer right, warranty or remedy that cannot be waived.

8. Ending the agreement

Either party may end this agreement by giving _____ days' written notice, or at once by written notice if the other party seriously breaches it and does not fix the breach within ten days after receiving written notice describing it. If not ended earlier, this agreement ends when the Work is completed and all amounts due under it are paid. On termination, the Client will pay for Work performed and approved expenses incurred through the end date. Time-based or per-item Work is paid at the agreed rates.

Fixed-fee Work is paid at the agreed price for each completed stage plus a reasonable proportion of the price of any incomplete stage, based on the work performed; if there are no priced stages, that proportion applies to the fixed fee. All payments already made are credited. Within ten days after termination, the Freelancer will send a final accounting and refund any excess advance. On payment of any balance, the Freelancer will deliver the completed deliverables and the paid-for work in progress as it then exists, and section 4 applies to them as if they were final deliverables. Sections 2 and 8 (for amounts and deliveries still due), 4, 5, 6, 7 and 9 continue after the agreement ends.

9. General

The laws of the State of _____ govern this agreement, but this choice does not displace any mandatory law that applies despite it, including applicable freelance payment, worker and consumer protections. It is the parties' whole agreement about the Work and can only be changed in writing. If any part is unenforceable, the rest remains in effect. Neither party may assign it without the other's written consent. Notices may be sent by email to the addresses the parties use to sign, or to a new address a party gives by written notice; an email notice is received when it reaches the recipient's email system in a form the recipient can retrieve. The parties agree to sign electronically.

Freelancer

_____
Signature

_____
Full name

_____
Date

Client

_____
Signature

_____
Full name

_____
Title

_____
Date