

CONTENT WRITING AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your engagement, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Content Writing Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[WRITER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietor] (or individual) with its principal place of business at [WRITER ADDRESS] ("**Writer**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] ("**Client**").

Writer and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Writer to research and write articles, blog posts, and similar content, and Writer wishes to perform that work, on the terms below. The specific content, cadence, and any usage are described in the attached **Exhibit A (Content Plan)**. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Services

1.1 The Content. Writer will research, write, and deliver the written content described in Exhibit A (the "**Content**" or "**Deliverables**"), such as blog posts, articles, guides, newsletters, or social copy, in the quantities, lengths, and formats stated, using reasonable skill and care and in a professional manner.

1.2 Content plan. Exhibit A describes the topics or topic process, target audience, voice and tone, word counts, required structure, SEO keywords or guidelines, internal-link or formatting requirements, and any publishing cadence. Work not described in Exhibit A is out of scope unless added by a change order.

1.3 Editorial process. Unless Exhibit A states otherwise, Writer will submit topics or outlines for Client approval before drafting, and Client will approve them within [NUMBER, e.g. 3] business days so the schedule stays on track.

1.4 Change orders. Either Party may request a change to the plan. A requested change takes effect only when both Parties agree in writing on the change and its impact on fees and schedule. Writer is not obligated to begin out-of-scope work until the Parties agree.

2. Delivery, Revisions, and Acceptance

2.1 Delivery. Writer will deliver each piece of Content by the dates in Exhibit A, in the agreed format (for example, a shared document or the Client's content management system).

2.2 Included revisions. The fee includes [NUMBER, e.g. 2] rounds of revisions per piece, addressing Client's consolidated written feedback that is within the original scope and brief.

2.3 Additional revisions. Revisions beyond the included rounds, or that change the topic, angle, or scope, are billed at Writer's rate of **[RATE]** or under a change order.

2.4 Acceptance. Client will review each piece within **[NUMBER, e.g. 5]** business days and either accept it or return consolidated written revisions within the included rounds. A piece is accepted when Client approves it, publishes it, or fails to return revisions within the review window.

3. Fees and Payment

3.1 Fees. Client will pay Writer **[A FEE OF [AMOUNT] PER PIECE / [RATE] PER WORD / A MONTHLY FEE OF [AMOUNT] FOR [NUMBER] PIECES / AS STATED IN EXHIBIT A]** in **[CURRENCY, e.g. US dollars]**, exclusive of taxes.

3.2 Recurring engagements. If the engagement is recurring, Client will pay the monthly or periodic fee in advance for each period, and the engagement renews each period until either Party gives notice under Section 8.

3.3 Invoicing and payment. Writer will invoice **[MONTHLY / ON DELIVERY / AS STATED IN EXHIBIT A]**. Client will pay each undisputed invoice within **[NUMBER, e.g. 14]** days of the invoice date.

3.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Writer may pause delivery on overdue undisputed invoices after written notice.

4. Ownership and License

4.1 Transfer on payment. On Client's full payment of all fees due for a piece of Content, Writer assigns to Client all right, title, and interest in the final, accepted Content, including the copyright, so Client may publish, modify, and use it for any lawful purpose.

4.2 Before payment. Until full payment, Writer retains all rights in the Content, and Client may not publish or use it.

4.3 Writer materials. Writer retains ownership of its pre-existing templates, processes, and know-how, and of research notes and unselected drafts.

4.4 Byline and portfolio. Whether Content is published under Writer's byline, Client's name, or ghostwritten is set in Exhibit A. Unless Client gives written notice otherwise, Writer may reference the engagement and list published, public-facing Content in Writer's portfolio, without disclosing Client's Confidential Information.

5. Client Responsibilities and Accuracy

5.1 Inputs and approvals. Client will provide accurate source materials, brand guidelines, subject-matter access, and timely approvals, and will designate a primary contact.

5.2 Substantiation. Client is solely responsible for the truth and substantiation of any factual, statistical, performance, health, financial, or comparative claims it asks Writer to include, and for ensuring published Content complies with the disclosure, advertising, and industry rules applicable to Client.

5.3 Final review and publication. Client is responsible for final editorial review and for the decision to publish. Writer is not liable for Content that Client edited, approved, or published.

6. Originality and Confidentiality

6.1 Originality. Writer warrants that the Content will be original to Writer, written for Client, and not knowingly plagiarized or copied from a third party, and that Writer will not submit the same Content to another client.

6.2 Confidentiality. "**Confidential Information**" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential. The receiving Party will use it only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to those who need it and are bound by similar obligations. These obligations do not apply to information that is public through no fault of the receiving Party, was rightfully known before disclosure, is rightfully obtained from a third party, or is independently developed.

7. Warranties and Limitation of Liability

7.1 Disclaimer. Writer warrants that the Services will be performed in a professional manner. Writer does not guarantee any particular traffic, ranking, engagement, or business result. Except as expressly stated, the Deliverables are provided "as is," and Writer disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

7.2 Exclusion and cap. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or revenue. Except for a Party's confidentiality breach or willful misconduct, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid or payable by Client in the **[NUMBER, e.g. 3]** months before the event giving rise to the liability.

8. Term, Termination, and General Provisions

8.1 Term. This Agreement begins on the Effective Date and continues until the Deliverables are completed, or, for recurring engagements, until terminated under this Section.

8.2 Termination. Either Party may terminate for convenience on **[NUMBER, e.g. 14]** days' prior written notice, or immediately for cause if the other materially breaches and fails to cure within **[NUMBER, e.g. 7]** days after written notice. On termination, Client will pay for all Content delivered and work performed through the effective date, and Writer will deliver work product for which Client has paid.

8.3 Independent contractor. Writer is an independent contractor responsible for its own taxes. Nothing creates a partnership, joint venture, agency, or employment relationship.

8.4 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

8.5 General. Notices must be in writing and are effective on receipt. Neither Party may assign this Agreement without the other's written consent. Neither Party is liable for delay caused by events beyond its reasonable control. This Agreement, with its exhibits, is the entire agreement on its subject, supersedes prior discussions, may be amended only by a writing signed by both Parties, and may be signed in counterparts and by electronic signature. If any provision is unenforceable, the rest remains in effect, and a Party's failure to enforce a provision is not a waiver.

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

WRITER

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Title: **[TITLE]**

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.