

COPYWRITING AGREEMENT

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

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

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

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

Recitals. Client wishes to engage Copywriter to write and deliver copy, and Copywriter wishes to perform that work, on the terms below. The specific deliverables, word counts, and any usage are described in the attached **Exhibit A (Project Brief)**. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Services

1.1 The Copy. Copywriter will research, write, and deliver the written deliverables described in Exhibit A (the "**Copy**" or "**Deliverables**"), such as website copy, landing pages, ad copy, email sequences, product descriptions, or scripts, using reasonable skill and care and in a professional manner.

1.2 Brief controls. Exhibit A describes the deliverables, target audience, voice and tone, key messages, word counts or lengths, required formats, and any SEO keywords. Work not described in Exhibit A is out of scope unless added by a change order under Section 1.4.

1.3 Research and references. Client will provide background materials, product information, brand guidelines, and any required references. Copywriter may also conduct reasonable independent research consistent with the brief.

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

2. Drafts, Revisions, and Acceptance

2.1 Delivery of drafts. Copywriter will deliver an initial draft of each Deliverable by the dates in Exhibit A.

2.2 Included revisions. The fee includes [NUMBER, e.g. 2] rounds of revisions per Deliverable, addressing Client's consolidated written feedback that is within the original scope and brief. Each round means one consolidated set of comments returned to Copywriter.

2.3 Additional and out-of-scope revisions. Revisions beyond the included rounds, or that change the brief, direction, audience, or scope, are billed at Copywriter's rate of [RATE] per [HOUR / ROUND] or under a change

order.

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

3. Fees and Payment

3.1 Fees. Client will pay Copywriter **[A PROJECT FEE OF [AMOUNT] / [RATE] PER WORD / [RATE] PER HOUR / AS STATED IN EXHIBIT A]** in **[CURRENCY, e.g. US dollars]**, exclusive of taxes.

3.2 Deposit. Unless Exhibit A says otherwise, Client will pay a **[PERCENTAGE, e.g. 50%]** deposit before work begins, applied against the total fee. The deposit is non-refundable once Copywriter has begun work, except for Copywriter's failure to commence.

3.3 Invoicing and payment. Copywriter will invoice the balance **[ON DELIVERY / ON ACCEPTANCE / 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. Copywriter may pause work 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 Deliverable, Copywriter assigns to Client all right, title, and interest in the final, accepted Copy for that Deliverable, including the copyright, so Client may use and modify it for any lawful purpose.

4.2 Before payment. Until full payment, Copywriter retains all rights in the Copy, and Client has no license to use any draft or final Deliverable.

4.3 Copywriter materials. Copywriter retains ownership of its pre-existing templates, processes, and know-how. Drafts not selected, research notes, and rejected concepts remain Copywriter's property.

4.4 Portfolio and credit. Unless Client gives written notice otherwise, Copywriter may reference the engagement and display published, public-facing Copy in Copywriter's portfolio, without disclosing Client's Confidential Information. Client is not obligated to provide a byline or credit unless Exhibit A says so.

5. Client Responsibilities and Accuracy

5.1 Information and approvals. Client will provide accurate product, service, pricing, and factual information, brand assets, and timely approvals, and will designate a primary contact.

5.2 Substantiation of claims. Client is solely responsible for the truth and substantiation of any factual, performance, pricing, health, or comparative claims it asks Copywriter to include, and for ensuring final Copy complies with advertising, consumer-protection, and industry rules applicable to Client.

5.3 Final review. Client is responsible for reviewing and proofreading final Copy before publication. Copywriter is not liable for errors in Copy that Client approved or published.

6. Confidentiality

6.1 **Definition.** "**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 given its nature and the circumstances, including unreleased products, pricing, strategy, and customer data.

6.2 **Obligations.** The receiving Party will use Confidential Information 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 **Originality warranty.** Copywriter warrants that the Copy it writes will be original to Copywriter and not knowingly copied from a third party, and that the Services will be performed in a professional manner. Copywriter does not guarantee any particular business, sales, ranking, conversion, or marketing result.

7.2 **Disclaimer.** Except as expressly stated, the Deliverables are provided "as is," and Copywriter disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

7.3 **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 under this Agreement.

8. **Term, Termination, and General Provisions**

8.1 **Term.** This Agreement begins on the Effective Date and continues until the Deliverables are completed and accepted, unless terminated earlier.

8.2 **Termination.** Either Party may terminate for convenience on [NUMBER, e.g. 7] 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 Copy delivered and work performed through the effective date, and Copywriter will deliver work product for which Client has paid; the deposit applies to amounts owed.

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

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.

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

COPYWRITER

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

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

Title: **[TITLE]**

Date: _____

Date: _____

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