

# FREELANCE CONTRACT

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

[FREELANCER LEGAL NAME], an individual or [ENTITY TYPE] located at [FREELANCER ADDRESS] (the "**Freelancer**"); and

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

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

**Recitals.** Client wishes to engage Freelancer to perform certain freelance services, and Freelancer wishes to perform those services as an independent contractor, on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

## 1. Services and Deliverables

**1.1 Services.** Freelancer will perform the services described in this Agreement and any attached project brief or proposal (the "**Services**") with reasonable skill and care and in a professional and workmanlike manner.

**1.2 Project description.** The Services consist of: [DESCRIBE THE PROJECT, SCOPE, AND DELIVERABLES] (the "**Deliverables**").

**1.3 Schedule.** Freelancer will deliver the Deliverables according to the following schedule or milestones: [DATES OR MILESTONES], provided Client meets its responsibilities under Section 2.

**1.4 Out-of-scope work.** Work not described in this Agreement is out of scope. Freelancer is not obligated to perform out-of-scope work until the Parties sign a written change order describing the work and its effect on fees and schedule.

## 2. Client Responsibilities

**2.1 Cooperation.** Client will provide timely access to the information, materials, content, approvals, and points of contact reasonably required for Freelancer to perform.

**2.2 Approvals.** Client will review and approve or comment on Deliverables within [NUMBER, e.g. 5] business days. If Client does not respond within that period, the Deliverable is deemed approved.

**2.3 Delays.** Freelancer is not responsible for delays caused by Client's failure to meet these responsibilities, and timelines and fees may be equitably adjusted.

## 3. Fees and Payment

3.1 **Fees.** Client will pay Freelancer **[A FIXED FEE OF [AMOUNT] / AN HOURLY RATE OF [AMOUNT] PER HOUR / [OTHER]]**, stated in **[CURRENCY]** and exclusive of taxes.

3.2 **Deposit.** Client will pay a deposit of **[AMOUNT OR PERCENT, e.g. 50%]** on signing. Freelancer will begin work after receiving the deposit. The deposit is **[NON-REFUNDABLE / CREDITED AGAINST THE FINAL INVOICE]**.

3.3 **Invoicing.** Freelancer will invoice Client **[ON MILESTONE COMPLETION / MONTHLY / ON COMPLETION]**. Client will pay each undisputed invoice within **[NUMBER, e.g. 14]** days of the invoice date.

3.4 **Expenses.** Client will reimburse Freelancer for reasonable, pre-approved, documented out-of-pocket expenses incurred in performing the Services.

3.5 **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, from the due date until paid. Freelancer may suspend work on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

3.6 **Revisions.** The fee includes **[NUMBER, e.g. two]** rounds of revisions on each Deliverable consistent with the brief. Additional revisions are billed at **[AMOUNT]** per round.

## 4. Intellectual Property

4.1 **Pre-existing materials.** Each Party retains ownership of intellectual property it owned or developed before this Agreement or independently of it ("**Background IP**"), including Freelancer's tools, templates, and methodologies.

4.2 **Assignment of Deliverables.** Subject to Client's full payment, Freelancer assigns to Client all right, title, and interest in the final Deliverables created specifically for Client under this Agreement, excluding Freelancer's Background IP.

4.3 **License to Background IP.** To the extent Freelancer's Background IP is embedded in a Deliverable, Freelancer grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use it solely as part of that Deliverable.

4.4 **Pre-payment use.** Until Client pays in full, Freelancer retains all rights in the Deliverables, and Client has no license to use them.

4.5 **Portfolio rights.** Freelancer may display the Deliverables and describe the Services in Freelancer's portfolio and marketing, unless Client requests confidentiality in writing.

## 5. Independent Contractor Status

5.1 **Relationship.** Freelancer is an independent contractor, not an employee, agent, or partner of Client. Nothing in this Agreement creates an employment relationship.

5.2 **Taxes and benefits.** Freelancer is responsible for all taxes on amounts paid and is not entitled to employee benefits. Client may issue an information return (such as a Form 1099 or local equivalent) as required by law.

5.3 **Control of work.** Freelancer controls the manner, means, hours, and location of performing the Services and supplies Freelancer's own equipment, except as expressly agreed.

5.4 **No authority.** Freelancer has no authority to bind Client or incur obligations on Client's behalf without Client's prior written consent.

## 6. Confidentiality

**6.1 Obligation.** Each Party will keep confidential the non-public information of the other disclosed in connection with the Services and use it only to perform under this Agreement.

**6.2 Exclusions.** Confidentiality does not apply to information that is or becomes public through no fault of the receiving Party, was rightfully known without restriction before disclosure, or is independently developed.

**6.3 Return.** On request or termination, each Party will return or destroy the other's confidential information, except copies retained in routine backups or as required by law.

## 7. Representations and Warranties

**7.1 By Freelancer.** Freelancer represents that the Services will be performed with professional skill and care, that the Deliverables are Freelancer's original work, and that they will not knowingly infringe any third party's rights.

**7.2 By Client.** Client represents that any materials it supplies do not infringe any third party's rights and that Client has the right to provide them.

**7.3 Disclaimer.** Except as expressly stated, the Services and Deliverables are provided "as is" and each Party disclaims all other warranties to the extent permitted by law.

## 8. Term and Termination

**8.1 Term.** This Agreement begins on the Effective Date and continues until the Services are completed, unless terminated earlier under this Section.

**8.2 Termination for convenience.** Either Party may terminate on [NUMBER, e.g. 14] days' written notice.

**8.3 Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 10] days of written notice describing the breach.

**8.4 Effect of termination.** On termination, Client will pay Freelancer for all Services performed and expenses incurred through the effective date, including work in progress. Freelancer will deliver work product for which Client has paid.

## 9. Limitation of Liability

**9.1 Exclusion of indirect damages.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or revenue, even if advised of the possibility.

**9.2 Liability cap.** Except for a Party's indemnification obligations, breach of confidentiality, or a Party's gross negligence or willful misconduct, each Party's total aggregate liability under this Agreement will not exceed the total fees paid or payable to Freelancer under this Agreement.

## 10. General Provisions

**10.1 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].

**10.2 Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion within [NUMBER] days of written notice. [OPTIONAL: arbitration or mediation clause — discuss with counsel.]

10.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except Client may assign it to a successor in connection with a merger or sale of substantially all assets.

10.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

10.6 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

**FREELANCER**

**CLIENT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Printed name: **[NAME]**

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

Title: **[TITLE]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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