FREELANCE CONTRACT

This Freelance Contract (this "Contract") takes effect on _____, 20____ (the "Effective Date") and covers the project known as _____ (the "Project").

Freelancer: _____, mailing address _____, email _____.

Client: _____, mailing address _____, email _____.

1. SCOPE OF WORK

Services. The Freelancer will provide the following services (the "Services"):

_____.

Deliverables. The Freelancer will deliver: _____.

Not included (needs a written change order): _____.

Change orders. A change to the Services, Deliverables, fee or schedule takes effect only when both parties approve it in writing. Email is enough.

2. SCHEDULE

Work starts on _____. (Check one): [ ] final Deliverables are due by _____; [ ] the work is delivered in these milestones: _____; [ ] the work continues month to month until either party ends this Contract.

If the Client is late with materials, access, feedback or approvals, the deadlines move back by the length of the delay.

3. REVIEW AND REVISIONS

The Client will review each Deliverable within _____ business days and approve it or send one consolidated list of changes. Silence after that period counts as acceptance.

The fee includes _____ rounds of revisions per Deliverable. Extra rounds are billed at $_____ per hour. Fixing the Freelancer's own errors is never a revision.

4. FEES AND PAYMENT

(Check one): [ ] a fixed project fee of $_____; [ ] $_____ per hour, capped at _____ hours unless the Client approves more in writing; [ ] a monthly retainer of $_____, paid in advance, covering up to _____ hours.

Deposit before work starts: $_____, credited toward the fee. The balance is due (check one): [ ] on final delivery; [ ] in parts as each milestone is delivered.

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The Freelancer will send each invoice within _____ days after the delivery or billing period it covers. The Client will pay each invoice within _____ days after receiving it. Overdue amounts accrue a late charge of _____ percent per month, or the highest rate the law allows if lower.

Expenses are (check one): [ ] included in the fee; [ ] repaid at cost when the Client approves them in writing in advance.

If an undisputed invoice is more than 15 days overdue, the Freelancer may pause work until it is paid.

5. INTELLECTUAL PROPERTY

(Check one): [ ] When the Client has paid in full, the Freelancer assigns to the Client all copyright in the final Deliverables; [ ] the Freelancer keeps ownership and, once paid in full, grants the Client a perpetual [ ] exclusive [ ] non-exclusive license to use the final Deliverables for its business.

Tools, templates and other materials the Freelancer owned before the Project stay the Freelancer's, with a license to the Client to use them inside the Deliverables. The Freelancer [ ] may [ ] may not show the final work in its portfolio once the Client has made it public.

6. CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

Each party will keep the other's non-public information confidential, use it only for the Project, and keep doing so for _____ years after this Contract ends.

The Freelancer is an independent contractor, decides how and when to do the work, supplies its own equipment, may work for other clients, and pays its own taxes. This Contract is not exclusive.

7. LIABILITY

Neither party is liable for lost profits or indirect damages. Each party's total liability is capped at the fees paid and payable under this Contract, except for unpaid fees, confidentiality breaches, indemnity duties, fraud, gross negligence and willful misconduct.

8. CANCELLATION AND KILL FEE

Either party may end this Contract with _____ days' written notice, or after a serious breach that is not fixed within 10 days of written notice.

If the Client cancels, it pays for all work done to the end date plus a kill fee of (check one): [ ] nothing more; [ ] _____ percent of the unearned fee; [ ] $_____. Any deposit is applied first and the rest refunded.

9. GOVERNING LAW AND GENERAL TERMS

The laws of the State of _____ govern this Contract. Any lawsuit will be brought in the courts serving _____ County. Small claims court stays available.

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This Contract is the parties' complete agreement about the Project, can be changed only in writing, and may be signed in counterparts and electronically. If any part is unenforceable, the rest stays in effect.

Additional terms: _____

Note: New York, Illinois, California, Los Angeles, Seattle and Minneapolis have freelancer laws that require a written contract and, unless the contract sets a date, payment within 30 days after the work is done. Check the rules where the work happens.

SIGNATURES

Freelancer

Signature: _____ Date: _____

Printed Name: _____

Client

Signature: _____ Date: _____

Printed Name: _____

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