

FREELANCE CONTRACT

This Freelance Contract ("Agreement") is made on [date] between:

Freelancer: [Freelancer's full legal name or business name], with an address at [address] ("Freelancer"),
and

Client: [Client's full legal name or business name], with an address at [address] ("Client").

1. Project

1.1 Freelancer will complete the following project (the "Project"): [short description].

1.2 Deliverables:

[List each deliverable, its file formats and quantities.]

1.3 Not included: [List related work that is not part of this Agreement, such as printing, hosting, copywriting, stock image licenses.]

2. Revisions

2.1 The fee includes [number] rounds of revisions per deliverable. A round means one consolidated set of feedback from Client.

2.2 Extra rounds, or changes to a deliverable after Client has approved it, are billed at [\$ amount] per hour, and Freelancer will give an estimate before starting.

3. Timeline

3.1 Freelancer will start on [date] and deliver according to this schedule: [milestones and dates].

3.2 Client will give feedback within [number] business days of each delivery. If feedback is late, the remaining dates move by the same amount of time.

4. Fees and payment

4.1 Client will pay: ☐ a flat fee of [\$ amount] ☐ [\$ amount] per hour, estimated at [number] hours, with Client's approval needed to exceed [\$ amount].

4.2 Deposit: [\$ amount or percent] is due on signing and is credited to the final invoice. Work starts once the deposit is received.

4.3 Remaining payments: [schedule, e.g. balance due on delivery of final files]. Invoices are due within [number] days.

4.4 Late invoices may carry a late fee of [amount or percent] per month, up to the maximum allowed by law. Freelancer may pause work on overdue accounts after written notice.

4.5 Client pays for approved third-party costs (fonts, stock images, plugins, hosting) at cost: [list or "None"].

5. Cancellation and kill fee

5.1 Client may cancel the Project at any time with written notice.

5.2 On cancellation, Client pays for all completed milestones plus [percent]% of the fee for the milestone in progress (the "kill fee"). The deposit counts toward these amounts. Any deposit beyond what is owed is refunded.

5.3 Freelancer may cancel with written notice if Client seriously breaches this Agreement and does not fix it within [number] days of notice, or if Client stops responding for more than [number] days. Client then pays for work completed.

5.4 Rights in cancelled work: Client receives rights under Section 6 only in deliverables that have been fully paid for.

6. Ownership and use of the work

6.1 Choose one:

☐ **Assignment.** When Client has paid all amounts due, Freelancer assigns to Client all copyright and related rights Freelancer holds in the final, approved deliverables.

☐ **License.** When Client has paid all amounts due, Freelancer grants Client a ☐ exclusive ☐ non-exclusive, ☐ perpetual ☐ [number]-year license to use the final deliverables for [permitted uses], in [territory]. Freelancer keeps ownership of the copyright.

6.2 Until full payment, Freelancer owns all work, and Client may use drafts only to review them.

6.3 Drafts, rejected concepts, and Freelancer's pre-existing tools, code libraries, templates and methods ("Freelancer Materials") remain Freelancer's. If Freelancer Materials are built into a final deliverable, Client gets a non-exclusive, perpetual, royalty-free license to use them as part of that deliverable.

6.4 Client confirms that it has the rights to any logos, text, images or other materials it supplies for the Project.

6.5 Portfolio: Freelancer ☐ may ☐ may not show the final work in its portfolio and marketing after the Project is public, and may not disclose Client's confidential information when doing so.

7. Confidentiality

Each party will keep private any non-public information the other shares for the Project and use it only for the Project. This does not cover information that is public, was already known, or must be disclosed by law. Nothing in this Agreement stops either party from reporting a possible violation of law to a government

agency or making disclosures protected by law.

Whistleblower immunity notice. Under 18 U.S.C. 1833(b), an individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret that is made (a) in confidence to a federal, state or local government official, directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed in a lawsuit or other proceeding, if that filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to their attorney and use it in the court proceeding, if they file any document containing the trade secret under seal and do not disclose it except under court order.

8. Independent contractor

Freelancer is self-employed and not an employee, partner or agent of Client. Freelancer controls how, when and where the work is done, supplies its own equipment, is responsible for its own taxes and insurance, and may work for other clients.

9. Warranties and liability

9.1 Freelancer confirms the deliverables will be its original work or properly licensed, and will not knowingly infringe anyone else's rights.

9.2 Except for breach of Section 9.1, gross negligence or intentional misconduct, each party's total liability under this Agreement is limited to the fees paid or payable under it, and neither party is liable for indirect or consequential losses.

10. General terms

10.1 **Entire agreement.** This Agreement is the whole agreement about the Project and replaces earlier discussions.

10.2 **Amendments.** Changes must be in writing and agreed by both parties; email confirmed by both counts.

10.3 **Governing law.** The laws of [State] govern this Agreement.

10.4 **Notices.** Notices must be in writing and sent to: Freelancer: [email]; Client: [email].

10.5 **Severability.** If any part is unenforceable, the rest stays in effect.

10.6 **Assignment.** Neither party may transfer this Agreement without the other's written consent.

10.7 **Electronic signatures.** The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Freelancer

Signature: _____

Name: [full name]

Date: [date]

Client

Signature: _____

Name: [full name]

Date: [date]