

**[INSERT YOUR LOGO AND ADDRESS HERE]**

## **SAMPLE FREELANCE CONTRACT**

This is a contract for freelance work between { \_\_\_\_\_ } (“Publisher”), a business operating at { \_\_\_\_\_ }, and **FREELANCER** (“Freelancer”) named { \_\_\_\_\_ }, an individual at { \_\_\_\_\_ }.

1. **AGREEMENT.** This Agreement takes effect immediately as of { \_\_\_\_\_ }.
  1. The Freelancer must return a signed copy of this agreement by email to the Publisher on or before the date the Work, as identified in item 3 below, is submitted. Digital signatures are accepted.
2. **CONTRACTOR.** The Parties intend that the Freelancer be engaged as an independent contractor of Publisher. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
  1. The Freelancer will not be entitled to worker's compensation, holiday or vacation pay, sickness pay, retirement, insurance or other benefits afforded to employees of the Publisher.
  2. The Freelancer may not act as agent for, or on behalf of, the Publisher, or to represent the Publisher, or bind the Publisher in any manner.
  3. In providing the services under this Agreement it is expressly agreed that the Freelancer is acting as an independent contractor and not as an employee. The Contractor and the Publisher acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
3. **WORK.** This contract is for { \_\_\_\_\_ }, hereafter referred to as the Work.
  1. The Freelancer will deliver to the Publisher the Work according to the guidelines, descriptions, draft sketches, or specifications provided by the Publisher.
  2. Work will be delivered in a manner as instructed by the Publisher. This method may be subject to change by the Publisher according to its business needs.
  3. The Freelancer will adhere to submission guidelines as provided by the Publisher.
  4. The Work schedule and content may be increased by mutual agreement between the Publisher and the Freelancer, and does not require a separate contract. Copies of emails will suffice to provide records of any such arrangement. Such alterations may be one-off, temporary, or permanent.
  5. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).
4. **ACCEPTANCE OR REJECTION.** The Publisher reserves the right to reject Work it deems as unsuitable, or of insufficient quality, or for any other reason.
  1. The Freelancer agrees to undertake revisions or alterations requested by the Publisher within { \_\_\_\_\_ } days of the request.
  2. A Work will not be deemed accepted until after any requested revisions have been made.
  3. The Work is to be considered delivered on the date it is originally provided to the Publisher, prior to any revisions that may be required.
5. **INTELLECTUAL PROPERTY.** The Freelancer warrants and stipulates to the Publisher's ownership of business names, logos, trademarks, and trade dress related to the Work,

including but not limited to {\_\_\_\_\_}

1. //CHOOSE ONE BELOW OR ALTER AS NEEDED

//{This is a work-for-hire contract. The copyright and ownership of the Work shall reside fully with the Publisher.}

//{The Freelancer grants the Publisher a {non-exclusive/exclusive} license to use the Work {worldwide/location} in {electronic/print/other formats} for a period of {\_\_\_\_\_}.

//{The Freelancer grants to the Publisher a non-exclusive, worldwide, non-revocable, non-transferable, perpetual license to publish and sell the Work in {electronic/print/other formats}}

2. The Publisher will give full credit to the Freelancer for the Work.

6. SCHEDULE. All Work items will be completed by {\_\_\_\_\_} and delivered to the Publisher.

1. The Freelancer shall notify the Publisher of any change(s) to the Freelancer's schedule that could adversely affect the availability of the Freelancer or the delivery of Work promptly and within a reasonable amount of time.

7. PAYMENT. Freelancer will be paid {\_\_\_\_\_} for the Work within {\_\_\_\_\_} of acceptance of the Work. Payment will be made via {\_\_\_\_\_}.

1. Payment is based on the complete accepted revision of the Work.

2. Taxes. The Freelancer is responsible for their own taxes according to the jurisdiction in which they reside, including but not limited to income, federal, state and local taxes.

3. Conversion Rates. Online payments services automatically convert payments into the target account's primary currency. The Publisher is not responsible for conversion rates at time of payment.

4. {Unless otherwise informed, the Publisher will assume the PayPal address of the Freelancer is the same as their primary contact email address.}

8. NON-DISCLOSURE. Freelancer will not disclose any details of payments, processes, rates, company information, correspondence, schedules or any other private information related to the Publisher without written permission.

1. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

9. JURISDICTION. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of {\_\_\_\_\_}.

10. RESOLUTION. In the case that a clause in this contract proves unclear or unsuitable, both Parties agree to make best efforts to resolve the disagreement in an amicable manner and to endeavour to agree to the intention of the agreement.

11. REPRESENTATIONS. Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

12. INDEMNIFICATION. The Freelancer shall indemnify and hold harmless the Publisher, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Freelancer's services under this Agreement.

Signed (electronic signatures are acceptable):

[SIG]  Name Address	
DATE: { _____ }	DATE: