

**FREELANCE PROJECT AGREEMENT****[AGENCY]**

Date: \_\_\_\_\_ 20\_\_

[Freelancer's Name]

[Address]

Dear \_\_\_\_\_:

The following will confirm the agreement between you and us regarding your rendition of services as follows:

- 1.** You have represented to us that you customarily perform freelance services for advertising agencies and other companies and you agree to render such services to us, on a non-exclusive basis, as a freelance (insert job description, e.g., copyright, art director, etc.). You will perform such responsibilities as may from time to time be specified by us. All of your services will be subject to our final approval and will be performed in accordance with our standards, but you will direct the details and means by which the services are accomplished. (If applicable, add: "You will be required to be physically present at our offices at least \_\_ days per week.)
- 2.** You agree that all ideas, plans, and materials prepared by you (collectively, the "Materials") will be considered works-made-for-hire and our sole and exclusive property. In the event that the Materials are not copyrightable subject matter or for any reason are deemed not to be works-made-for-hire, then and in such event, by this agreement you hereby assign all right, title and interest to said Materials to us and agree to execute all documents required to evidence such assignment. Without limiting the foregoing, it is specifically understood and agreed that you will retain no ownership rights whatsoever in or to the Materials.
- 3.** As compensation for the services rendered by you hereunder, we agree to pay you the following:
- 4.** We shall reimburse you for all reasonable business expenses incurred by you and approved in advance with respect to the performance of your services hereunder, provided you promptly account therefor and provided such expenses are incurred in accordance with our policies.
- 5.** You warrant and represent that the Materials furnished by you hereunder will be original and no part of the Materials will infringe upon or violate the rights of any person or entity, including, without limitation, any copyrights, trademarks or rights of privacy or publicity.
- 6.** You acknowledge that you are entering into this agreement as an independent contractor and not as an employee of the company and, therefore, you will not be eligible for any of the company's employee benefits. In addition, you will not be considered an employee with regard to any laws concerning Social Security, disability insurance, unemployment compensation, federal, state or local income tax withholding at local source or any other laws, regulations or orders relating to employees. Accordingly, you agree to discharge all obligations imposed upon you as

an independent contractor by all applicable federal, state or local laws, regulations or orders now or hereafter in force, including, without limitation, those relating to federal, state and local income taxes and Workers Compensation and including the filing of all returns and reports, and the payment of all assessments, taxes and other sums required of an independent contractor. We shall issue information returns as required by law with respect to fees paid to you each year. You will indemnify us against any claims, damages, liabilities and expenses of any kind arising out of or in connection with your failure to discharge your obligations as an independent contractor.

**7.** You will have no right to enter into any contracts or commitments on our behalf without our prior written approval.

**8.** You hereby acknowledge that in connection with the rendition of services for us, you will have access to and may receive confidential information concerning us and our clients. You hereby agree that all such confidential information will be treated by you as confidential and, except in the performance of your duties, you will not at any time disclose any such confidential information to any third party without our prior written consent. This provision shall survive termination of this agreement.

**9.** This agreement constitutes the entire agreement between you and us with respect to the subject matter hereof and may not be amended without the written consent of both parties hereto.

**10.** This agreement will be deemed effective as of the date hereof and will continue until terminated by either party upon written notice, effective upon the receipt of such notice unless another effective date is set forth in the notice.

**11.** This agreement shall be construed in accordance with the laws of the State of \_\_\_\_\_.

Please confirm your acceptance of the foregoing by signing where indicated below.

Very truly yours,

[AGENCY]

By \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
(Freelancer)

Federal ID No. or S.S. Number \_\_\_\_\_

If a Corporation or DBA:

Name \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_

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