



# **SAMPLE FREELANCE CONTRACTS**

To download printable copies of these forms, go to:

*[www.peakwriting.com/sampleforms](http://www.peakwriting.com/sampleforms)*

The author accepts no liability with respect to the proper completion of these forms or alterations made to them. The first form begins on the following page.



## PUBLICATION RIGHTS AGREEMENT

This agreement is hereby made and entered into by \_\_\_\_\_  
\_\_\_\_\_ (the “Publisher”) and David Taylor (the “Author”) of Peak Writing, a Georgia limited-liability company located at 37 West Fairmont Avenue, Building 2, Suite 202, Savannah, Ga., 31406.

Publication \_\_\_\_\_

Manuscript title \_\_\_\_\_

Length \_\_\_\_\_

Due date \_\_\_\_\_

Compensation \_\_\_\_\_

Kill fee (%) \_\_\_\_\_

Expenses \_\_\_\_\_

Preferred style sheet \_\_\_\_\_

Projected publication date \_\_\_\_\_

Credit line in editorial use \_\_\_\_\_

The Author and the Publisher have agreed as follows regarding the Publisher’s acquisition of the Author’s written contribution (the “Work”).

### 1. Author’s Warrant

Author represents and warrants that the Work is the Author’s original work; that the Author has the right to sell the Work; that there has been no prior sale, publication or transfer of rights of the Work or any part of it; that publication of the Work will not infringe upon any other party’s copyright; that publication of the Work will not violate the rights of pri-

vacy of others or their rights relative to defamation; and that Author has obtained all waivers of rights or releases which may be necessary.

Author agrees to cooperate in the defense of any legal action which may be brought against Publisher arising from the publication of the Work, and agrees to retain all notes, drafts and copies relating to the Work for three (3) years from publication.

## 2. Grant of License

Author hereby grants to Publisher rights as described below for a period of one (1) year from acceptance of the work. All rights are exclusive to Publisher, except as otherwise specified. Beginning one (1) year after acceptance of the Work, all rights are nonexclusive.

### A. One-Time First North American Serial Rights

Yes

No

The right to publish the Work prior to any other party in North America in the above-named Publication.

### B. One-Time First World Serial Rights

Yes

No

The right to publish the Work prior to any other party throughout the world in the above-named Publication, whether in English or translated into a foreign language.

### C. Subsidiary Rights

Yes

No

The right to anthologize the Work at any time in a collection of works from the Publication; to syndicate the Work in whole or in part for domestic or foreign publication; to publish, distribute and sell reprints of all or any portion of the Work in any language and in any country.

D. E-Rights

Yes

No

The right to publish, display and transmit the Work in electronic media, including, but not limited to, all electronic, worldwide web, CD-ROM, electronic databases, archival and/or data retrieval systems, optical, digital and other electronic media whether now known or hereafter created.

E. Reuse Rights

Yes

No

The right to publish and use the Work which appeared in the Publication in all of the Publisher's other publications in consideration of a one (1) time additional fee equal to twenty-five (25%) percent of the original compensation paid.

3. Author's Deliverables

Author agrees to provide manuscripts in final form and of the agreed upon length, together with all source material and backup material relating to the Work on or before the Due Date. If the Publisher exercises the right to reject the

work and pay a kill fee, all ownership rights shall revert to the Author.

4. Publisher's Right to Edit

Author grants Publisher the right to edit, condense or alter the work as necessary for publication. The Author agrees to cooperate fully and expediently in the fact-checking, editing and revision process.

5. Payment Terms

Publisher agrees to process Author's invoice for payment within thirty (30) days of acceptance of the Work. Publisher agrees to process Author's invoice for expenses (which shall be accompanied by original receipts) within 15 days. Publisher agrees to pay a ten (10%) percent late penalty of the amount owed for each week payment is past due.

6. Author's Employment Status

Author agrees that he is an independent contractor and not an employee of the Publisher.

7. Agreement Changes

This Agreement represents the entire Agreement of the parties, and any change to this Agreement must be made in writing and signed by all parties. This Agreement shall be construed in accordance with the laws of the State of Georgia, the courts shall which have the exclusive jurisdiction and venue for the resolution of any disputes.

8. Agreement Signatures

This agreement is not binding on the Author until Author

receives a signed and completed copy of this Agreement from Publisher.

\_\_\_\_\_  
Publisher or Representative Signature

\_\_\_\_\_  
Publisher's Address

\_\_\_\_\_  
Publisher's Phone Number

\_\_\_\_\_  
Publisher's Fax Number

\_\_\_\_\_  
Publisher's Email Address

\_\_\_\_\_  
Date of Agreement

Peak Writing, LLC

By: \_\_\_\_\_  
David Taylor

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



## WORK FOR HIRE AGREEMENT

This agreement is hereby made and entered into by \_\_\_\_\_  
\_\_\_\_\_ (the “Publisher”) and David Taylor (the “Author”) of Peak Writing, a Georgia limited-liability company located at 37 West Fairmont Avenue, Building 2, Suite 202, Savannah, Ga., 31406.

Publication \_\_\_\_\_

Manuscript title \_\_\_\_\_

Length \_\_\_\_\_

Due date \_\_\_\_\_

Compensation \_\_\_\_\_

Kill fee (%) \_\_\_\_\_

Expenses \_\_\_\_\_

Preferred style sheet \_\_\_\_\_

Projected publication date \_\_\_\_\_

Credit line in editorial use \_\_\_\_\_

The Author and the Publisher have agreed as follows regarding the Publisher’s acquisition of the Author’s written contribution (the “Work”).

### 1. Author’s Warrant

Author represents and warrants that the Work is the Author’s original work; that the Author has the right to sell the Work; that there has been no prior sale, publication or transfer of rights of the Work or any part of it; that publication of the Work will not infringe upon any other party’s copyright; that publication of the Work will not violate the rights of pri-

vacy of others or their rights relative to defamation; and that Author has obtained all waivers of rights or releases which may be necessary.

Author agrees to cooperate in the defense of any legal action which may be brought against Publisher arising from the publication of the Work, and agrees to retain all notes, drafts and copies relating to the Work for three (3) years from publication.

## 2. Grant of License

Author acknowledges that Publisher has commissioned Author to create the Work, and that ownership of the Work is to be solely and exclusively vested in the Publisher. Author agrees that the Work is a work made for hire within the meaning of Copyright Law, and Publisher will be considered the owner of the Work for all purposes, including copyright. To the fullest extent permitted by law, Author hereby assigns his copyright in the Work to Publisher for the duration of the Copyright and any extensions thereof.

Author hereby appoints Publisher its attorney-in-fact to sign any documents necessary to transfer and assign Author's copyright to Publisher, and further, Author agrees to sign any other documents reasonably necessary to transfer and assign said copyright to Publisher, at such times as may be requested by Publisher. Author agrees that Publisher is the owner of the Work throughout the world.

Author agrees that all rights granted by this Agreement are applicable in all media, including, but not limited to, all electronic, worldwide web, CD-ROM, electronic databases, archival and/or data retrieval systems, optical, digital and other media whether now known or hereafter created.

### 3. Author's Deliverables

Author agrees to provide manuscripts in final form and of the agreed upon length, together with all source material and backup material relating to the Work on or before the Due Date. If the Publisher exercises the right to reject the work and pay a kill fee, all ownership rights shall revert to the Author.

### 4. Publisher's Right to Edit

Author grants Publisher the right to edit, condense or alter the work as necessary for publication. The Author agrees to cooperate fully and expediently in the fact-checking, editing and revision process.

### 5. Payment Terms

Publisher agrees to process Author's invoice for payment within thirty (30) days of acceptance of the Work. Publisher agrees to process Author's invoice for expenses (which shall be accompanied by original receipts) within 15 days. Publisher agrees to pay a ten (10%) percent late penalty of the amount owed for each week payment is past due.

### 6. Author's Employment Status

Author agrees that he is an independent contractor and not an employee of the Publisher.

### 7. Agreement Changes

This Agreement represents the entire Agreement of the parties, and any change to this Agreement must be made in writing and signed by all parties. This Agreement shall be construed in accordance with the laws of the State of Geor-

gia, the courts shall which have the exclusive jurisdiction and venue for the resolution of any disputes.

#### 8. Agreement Signatures

This agreement is not binding on the Author until Author receives a signed and completed copy of this Agreement from Publisher.

---

Publisher or Representative Signature

---

Publisher's Address

---

Publisher's Phone Number

---

Publisher's Fax Number

---

Publisher's Email Address

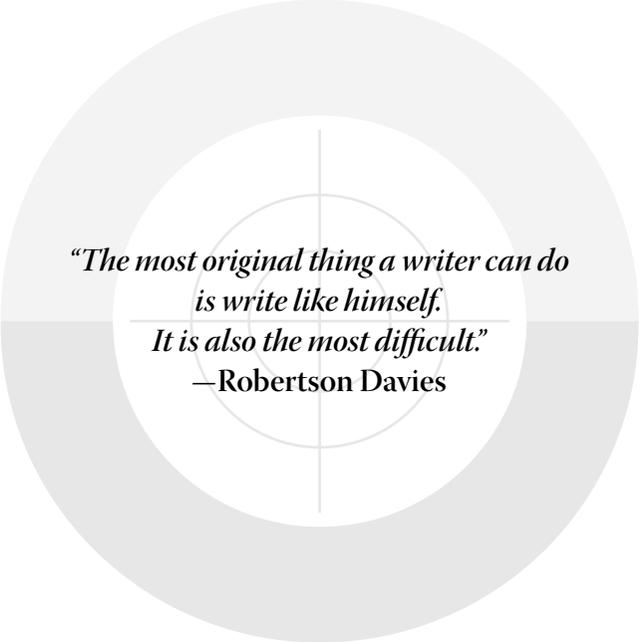
---

Date of Agreement

Peak Writing, LLC

By: \_\_\_\_\_  
David Taylor

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



*“The most original thing a writer can do  
is write like himself.  
It is also the most difficult.”*  
—Robertson Davies