

FREELANCE CONTRACT

This Freelance Contract ("Contract") dated on this ___ day of _____, 20__ (the "Effective Date") is made between _____ (the "Client ") and _____ (the "Freelancer"), herein collectively referred to as the "Parties" for the purpose of setting forth the exclusive terms and conditions by which Client desires to acquire the services of the Freelancer.

In consideration of the mutual obligations specified in this Contract, the parties, intending to be legally bound hereby, agree to the following:

Freelancer Services. The Client retains the above Freelancer, and the Freelancer agrees to perform for the Client, certain services set forth in **Exhibit A** to this Contract (the "Services"). Any Service or additional work outside of the scope as defined in Exhibit A to this Contract may require a new Contract for other Services agreed to by the Parties.

Consideration and Compensation. In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to the Client, the Freelancer shall be compensated as follows:

The Freelancer will invoice the Client on the _____ day of each month. The invoice will include any and all services performed under this Contract as well as any pre-approved expenses.

Payment will be due within _____ days of the invoice date. A late charge of \$_____ per month will be added to any invoice not paid on time.

Payments must be made to the Freelancer by credit card, money order, check, or any other approved method of payment accepted by the Freelancer.

Payments must be mailed to:

Expenses. From time to time throughout the duration of this Freelance Contract, the Freelancer may incur certain expenses that are not included as part of the Fee for our Services to this Contract.

The Freelancer agrees to keep an exact record of any and all expenses acquired while performing the Services. The Freelancer will submit an invoice itemizing each expense, along with proof of purchase and receipt, every _____ days upon completion of such Services.

If any one expense is over \$_____, the Freelancer agrees to obtain the Client's written consent before making the purchase.

Invoice Disputes. The Client shall notify the Freelancer in writing of any dispute with an invoice along with any substantiating documentation or a reasonably detailed description of the dispute within _____ Business Days from the date of the Client's receipt of such invoice subject to dispute.

The Client will be deemed to have accepted all invoices for which the Freelancer does not receive timely notification of a dispute and shall pay all undisputed amounts due under such invoices within the period set forth in this Contract. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

Term and Termination. This Freelance Contract shall be effective on the date hereof and shall continue for a period of _____ (month[s]/year[s]) or until the expressly agree upon date of the completion of the Services, unless it is earlier terminated in accordance with the terms of this Contract (the "Term").

If either Party subject to this Contract fails to follow through with their obligations under this Freelance Contract, the non-breaching Party can terminate this Contract by providing ____ day written notice to the breaching Party.

The Client understands that the Freelancer may terminate this Contract at any time if the Client fails to pay for the Services provided under this Contract or if the Client breaches any other material provision listed in this Freelance Contract in the manner as defined above. Client agrees to pay any outstanding balances within _____ days of termination.

Supplies and Equipment. The Freelancer, at their own expense, shall furnish their own supplies and equipment necessary to deliver and complete the Services as defined under this Contract unless otherwise agreed upon by the parties. Should the Client not furnish the agreed upon supplies, the Client understands they will be responsible for reimbursing the Freelancer for all expenses incurred.

Independent Contractor. The Client and Freelancer expressly agree and understand that the above-listed Freelancer is a contractor hired by the Client and nothing in this Contract shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Contract.

Accordingly, the Freelancer acknowledges that neither the Freelancer and the Freelancer's Employees are not eligible for any Company benefits, including, but not limited to, health insurance, retirement plans or stock option plans. The Freelancer is not the agent of Client or the Client's Company and is not authorized and shall not have the power or authority to bind the Client or the Client's Company or incur any liability or obligation, or act on behalf of Client or the Client's Company. At no time shall the Freelancer represent that it is an agent of the Client or the Client's Company, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Client.

The Freelancer is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. The Freelancer shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

Insurance. The Freelancer warrants that it will obtain and keep in full force and effect at all times hereunder workers' compensation, general liability and errors and omissions or professional liability insurance covering all of its Services.

The Freelancer shall provide to the Client copies of all policies required to be maintained, and a Certificate of Insurance indicating said coverage shall be provided to the Client upon request.

The Freelancer also warrants and represents that it has properly classified all of its workers, has and will maintain all required licenses and certifications.

Confidentiality. Throughout the duration of this Contract, it may be necessary for the Freelancer to have access to the Client's confidential and protected information for the sole purpose of performing the Services subject to this Contract.

The Freelancer is not permitted to share or disclose such confidential information whatsoever, unless mandated by law, without written permission from the Client. The Freelancer's obligation of confidentiality will survive the termination of this Freelance Contract and stay in place indefinitely.

Upon the termination of this Contract, the Freelancer agrees to return to the Client any and all Confidential Information that is the property of the Client.

Return of Property. The Freelancer shall promptly return to the Client all copies, whether in written, electronic, or other form or media, of the Client's Confidential Information, or destroy all such copies and certify in writing to the Client that such Confidential Information has been destroyed. In addition, the Freelancer shall also destroy all copies of any Notes created by the Freelancer or its authorized Representatives and certify in writing to the Client that such copies have been destroyed.

Intellectual Property Rights. All Intellectual Property and related materials, including but not limited to, moral rights, goodwill, trade secrets, applications for registrations or relevant registration, rights to any trademark, trade dress, patent, copyright, trade name, and industrial design ("Intellectual Property") that is produced or developed under this Freelance Contract. The Freelancer understands that the aforementioned is a "work for hire" and shall be the sole property of the Client. The Client's use of the Intellectual Property shall not be restricted in any manner.

The Freelancer may not use the Client's Intellectual Property for any purpose other than contracted for in this Freelance Contract unless the Freelancer has written consent from the Client. The Freelancer shall be responsible for any damages resulting from any unauthorized use of the Client's intellectual property.

Indemnification and Release. The Freelancer agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Contract, and shall indemnify, defend and hold harmless the Client, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of the Freelancer or any of the Freelancer's employees in the performance or failure to fulfill any Services or obligations under this Contract.

No Exclusivity. The Parties subject to this Contract understand and acknowledge that this Contract is not exclusive. Each Party respectively agrees that they are free to enter into other similar Contracts with other parties.

Dispute Resolution

Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of _____.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of _____, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of _____.

Governing Law.

This Freelance Contract shall be governed in all respects by the laws of the State of _____ without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

Warranties and Representations. The Parties to this Contract fully represent that they are authorized to enter into this Freelance Contract. The obligations and performance of either the Client or Freelancer shall not infringe upon or violate the rights of any third party or violate any other Contract between the Client and Freelancer, any other individual, business entity, or formal organization, or interfere with any law and or governmental regulation.

Force Majeure. The Freelancer and any of its employees or agents shall not be in breach of this Contract for any delay or failure in performance caused by reasons out of its reasonable control. This includes, but is not limited to, acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Freelancer.

Legal Fees. Should a dispute between the named Parties arise that lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorneys' fees.

No Assignment. This Contract shall be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Contract may not be assigned by either party without the prior written consent of the other party.

Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Contract delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

Electronic Signatures. This Contract and related documents entered into in connection with this Contract are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Contract and shall not be deemed to limit or otherwise affect any of the provisions hereof.

No Waiver. No waiver of or failure to act upon any of the provisions of this Contract or any right or remedy arising under this Contract shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar).

Amendment. This Agreement may be amended only by a writing signed by all of the Parties hereto.

Entire Agreement. This Contract constitutes the sole and entire Contract of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This

Contract may only be amended, modified, or supplemented by a Contract in writing signed by each Party hereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Freelance Contract effective as of the ____ day of _____, 20__ (the “*Effective Date*”).

Dated: _____

Dated: _____

Client’s Signature

Freelancer’s Signature

Client’s Printed Name or Entity

Freelancer’s Printed Name or Entity

Client’s Contact Information:

Freelancer’s Contact Information:

Address:

Address:

Phone Number(s):

Phone Number(s):

Email Address: _____

Email Address: _____

EXHIBIT A
FREELANCE SERVICES

The Freelancer agrees to provide the following Services (Please list and define all duties and responsibilities as detailed as possible):

The Freelancer shall be entitled to be reimbursed to the following expenses:

The Freelancer shall submit an itemized statement to the Client. After Client's review and approval, Client shall remit expense payment within thirty (30) days after receipt/approval.

Other:
