FREELANCE CONTRACT AGREEMENT

This Freelance Contract ("Agreement") is made and entered into on [Date], by and between:

Client Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

Freelancer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Together referred to as the "Parties."

# 1. Scope of Work

The Freelancer agrees to perform the following work:

☐ Project-Based Work  
☐ Ongoing Work (Retainer)

Description of Services:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deliverables: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Completion Date (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Any revisions or additional work outside the agreed scope shall require written approval and may be subject to additional fees.

# 2. Payment Terms

Total Payment Amount: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐ Fixed Fee  
☐ Hourly Rate: $\_\_\_\_\_\_ per hour  
☐ Retainer: $\_\_\_\_\_\_ per [week/month]

Payment Schedule:  
☐ 100% upon completion  
☐ 50% upfront / 50% upon completion  
☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment Method:  
☐ Bank Transfer ☐ PayPal ☐ Check ☐ Other: \_\_\_\_\_\_\_\_\_\_

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Reimbursable Expenses (if any):  
☐ Yes ☐ No  
If yes, list approved expenses: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Late Payment Penalty:  
A late fee of $\_\_\_\_\_\_\_ per day will be applied if payment is not received within \_\_\_ days of the invoice date.

# 3. Confidentiality and Non-Disclosure

Both parties agree to maintain the confidentiality of any proprietary or confidential information shared during the course of this contract. The Freelancer agrees not to disclose, share, or use such information for any purpose outside the scope of this Agreement.

# 4. Intellectual Property Rights

Unless otherwise stated in writing:

☐ All intellectual property rights of the work created by the Freelancer shall be transferred to the Client upon final payment.  
☐ The Freelancer retains ownership and grants the Client a non-exclusive license to use the deliverables.

If applicable, specify terms:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# 5. Non-Compete Agreement

☐ Applicable ☐ Not Applicable  
If applicable, the Freelancer agrees not to work with direct competitors of the Client for a period of \_\_\_ months after the end of this contract within the following region(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

# 6. Termination

This Agreement may be terminated by either party with \_\_\_ days' written notice. Upon termination, the Client shall pay for all work completed up to the termination date.

# 7. Independent Contractor

The Freelancer is an independent contractor and is not an employee, partner, or legal representative of the Client. The Freelancer is responsible for all taxes, insurance, and legal obligations.

# 8. Dispute Resolution

In the event of a dispute, both parties agree to attempt resolution through mediation before pursuing legal action. This contract is governed by the laws of the State/Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.



# 9. Entire Agreement

This Agreement represents the entire understanding between the Client and the Freelancer and supersedes all prior discussions or agreements. Amendments must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

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

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Freelancer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_