

# Freelance Contract Agreement

This Freelance Contract (this "Agreement") is made as of the date \_\_\_\_\_ (the "Effective Date"). This Freelance Contract is created between \_\_\_\_\_ ("Client") and \_\_\_\_\_ ("Independent Contractor"). Client and Independent Contractor may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

## 1. Services

Independent Contractor shall provide the following services to Client (the "Services"):

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In addition, Independent Contractor shall perform other duties and tasks, or changes to the Services, as the Parties may agree upon.

## 2. Compensation

Client shall pay the Independent Contractor at a rate of \_\_\_\_\_ per \_\_\_\_\_.

The Independent Contractor is responsible for submitting an invoice every \_\_\_\_\_ to the client.

## 3. Expenses

- All costs and expenses incurred by the Independent Contractor in connection with the performance of the Services shall be the sole responsibility of and paid by Independent Contractor, OR;
- Costs and Expenses incurred by the Independent Contractor in connection with the performance of the Services shall be submitted via Itemized Receipts with the Independent Contractor's invoice to the client.

#### 4. Term

The Independent Contractor's engagement with Client under this Agreement shall commence on \_\_\_\_\_. The Parties agree and acknowledge that this Agreement and Independent Contractor's engagement with Client under this Agreement shall terminate on \_\_\_\_\_. At the time of termination, Independent Contractor agrees to return all Client property used in the performance of the Services, including but not limited to computers, cell phones, keys, reports, and other equipment and documents. Independent Contractor shall reimburse Client for any Client property lost or damaged in an amount equal to the market price of such property.

#### 5. Termination

Either party can terminate this contract early with \_\_\_\_\_ days' notice.

#### 6. Independent Contractor

The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of the Client. Independent Contractor has no authority to enter into agreements or contracts on behalf of Client and shall not represent that it possesses any such authority. **Independent Contractor shall not be entitled to any of Client's benefits, including, but not limited to, coverage under medical, dental, retirement, or other plans.** Client shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax, or other taxes or withholdings for or on behalf of the Independent Contractor in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture, or any other fiduciary relationship.

#### 7. Confidentiality

(A) In the course of performing the Services, Independent Contractor will be exposed to confidential and proprietary information of the Client. "Confidential

Information” shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Client considers confidential and proprietary. Independent Contractor acknowledges and agrees that the Confidential Information is the valuable property of Client, developed over a long period of time at substantial expense, and is worthy of protection.

(B) Except as otherwise expressly permitted in this Agreement, the Independent Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential Information during this Agreement or at any time thereafter, except as required to perform the Services or with Client’s prior written consent.

(C) All Confidential Information disclosed to Independent Contractor by Client (i) is and shall remain the sole and exclusive property of Client, and (ii) is disclosed or permitted to be acquired by Independent Contractor solely in reliance on Independent Contractor’s agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership, or other interest in or title to the Confidential Information to the Independent Contractor.

## **7. Ownership**

The Parties agree that all work product, information, or other materials created and developed by the Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the “Work Product”) are the sole and exclusive property of Client. The

Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a “work made for hire” within the definition of Section 101 of the Copyright Act of 1976, as amended (the “Copyright Act”) and that Client is deemed to be the author and is the owner of all copyright and all other rights therein. Suppose the work product is not deemed a “work made for hire” under the Copyright Act. In that case, Independent Contractor hereby assigns to Client all of the Independent Contractor’s rights, title, and interest in and to the Work Product, including but not limited to all copyrights, publishing rights, and rights to use, reproduce, and otherwise exploit the Work Product in any and all formats, media, or all channels, whether now known or hereafter created.

## **8. Non-compete**

Independent Contractor agrees and accepts that during the term of this Agreement, and for a period of \_\_\_\_\_ months/years following the termination of this Agreement, Independent Contractor will not, directly or indirectly, perform or engage in the same or similar activities as were performed for Client for any business that is directly or indirectly in completion with Client.

## **9. Non-assignable**

The interests of the Independent Contractor are personal to Independent Contractor and cannot be assigned, transferred, or sold without the Client's prior written consent.

The Independent Contractor may not utilize the services of a third-party sub-contractor or assignee during the contract’s term unless specifically amended to this agreement with the express approval of the Client.

## **10. Warranties**

Both Client and Independent Contractor represent and warrant that each Party has full power, authority, and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

Independent Contractor represents and warrants that it has all the necessary licenses, permits, and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state, and local laws, rules, and regulations and that it will perform the Services according to the Client's guidelines and specifications and with the standard of care prevailing in the industry.

#### **11. Indemnification**

The Independent Contractor shall indemnify and hold harmless Client from any damages, claims, liabilities, loss, and expenses, including reasonable attorney's fees, arising out of any act or omission of the Independent Contractor in performing the Services or the breach of any provision of this Agreement by Independent Contractor.

#### **12. Choice of Law**

The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of \_\_\_\_\_, without regarding its conflicts of law provisions.

#### **13. Severability**

Suppose any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part. In that case, the remaining provisions shall not be affected. They shall remain valid, legal, and enforceable as though this Agreement has not included invalid, illegal, or unenforceable parts.

#### **14. Disputes**

Any dispute arising from this Agreement shall be resolved through mediation. Suppose the dispute cannot be resolved through mediation. In that case, the dispute will be resolved through binding arbitration conducted per the rules of the American Arbitration Association and the choice of law state or jurisdiction you indicated in XIII.

This Agreement shall be binding upon and inure to the benefit of the Parties. This

Agreement constitutes the agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements of the Parties. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both parties.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

_____	_____
Client	Date

_____	_____
Independent Contractor	Date