

Freelance Writer Agreement

This Freelance Writer contract (this "Agreement") is made as of the date _____ (the "Effective Date"). This agreement (the "Agreement") is entered into by _____ ("Writer") and _____ ("Client"). Client and Writer may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

1. Parties

The writer is engaged in writing articles and other materials on a freelance or independent contractor basis.

2. Compensation

The parties agree that the Writer will be paid _____ per word, _____ per page or _____ per hour.

The Writer will submit invoices to the Client every _____ per pay period.

Under no circumstances will Writer be paid on an hourly, daily, or another basis that is a function of time.

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 Writer's engagement with Client under this Agreement shall commence on

_____.

The Parties agree and acknowledge that this Agreement and Writer's engagement with Client under this Agreement shall terminate on _____.

At the time of termination, the Writer 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. Writer 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. Non-assignable

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

The Writer 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.

7. Writer as an Independent Contractor

The Parties agree and acknowledge that Writerr is an independent contractor and is not, for any purpose, an employee of the Client. The Writer has no authority to enter into agreements or contracts on behalf of the Client and shall not represent that it possesses any such authority. The Writer 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 Writer 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.

8. 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.

9. Confidentiality

In the course of performing the Services, the Writer 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. The Writer acknowledges and agrees that the Confidential Information is the valuable property of the Client, developed over a long period of time at substantial expense, and is worthy of protection.

Except as otherwise expressly permitted in this Agreement, the Writer 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.

All Confidential Information disclosed to the Writer by Client (i) is and shall remain the sole and exclusive property of Client, and (ii) is disclosed or permitted to be acquired by the Writer solely in reliance on the Writer'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 Writer.

10. Ownership

The Parties agree that all work product, information, or other materials created and developed by the Writer 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, the Writer hereby assigns to Client all of the Writer’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.

11. Warranties

Both Client and the Writer 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.

The Writer 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.

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. 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 XII.

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

Writer

Date