
Freelance Service Contract

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FREELANCE SERVICE CONTRACT

This Freelance Service Contract (this "Agreement") is entered into as of [Effective Date] (the "Effective Date") by and between:

Acme Corporation, with an address at 123 Main Street, City, State (the "Client");

and

Jane Doe, with an address at 456 Oak Avenue, City, State (the "Freelancer").

WHEREAS, the Client desires to engage the Freelancer to perform certain services as described herein; and

WHEREAS, the Freelancer desires to perform such services for the Client under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work

The Freelancer agrees to perform the following services for the Client (the "Services"):

Website design and development including 5 pages, responsive layout, and CMS integration

Deliverables:

1. Homepage design
2. 4 interior page designs
3. WordPress CMS integration
4. Mobile-responsive testing

The project shall be completed by [Project Deadline] (the "Deadline"), unless otherwise agreed in writing by both parties. The Freelancer shall use reasonable efforts to meet the Deadline, but delays caused by the Client's failure to provide necessary materials, feedback, or approvals shall extend the Deadline by a corresponding number of days.

This Agreement includes 2 rounds of revisions on each deliverable. Additional revision rounds or work outside the scope described above shall be billed at \$75/hour per hour, subject to the Client's prior written approval.

2. Compensation and Payment

In consideration for the Services, the Client shall pay the Freelancer a total fee of \$5,000 (the "Fee").

Payment Schedule: 50% upfront, 50% on completion

Payment Terms: All invoices are due Net 30 from the date of invoice. Payments shall be made by check, bank transfer, or other mutually agreed-upon method.

Late Payments: Invoices not paid within the specified payment terms shall accrue interest at a rate of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law, whichever is lower. The Freelancer reserves the right to suspend work if any invoice remains unpaid for more than fifteen (15) days past the due date.

Expenses: The Client shall reimburse the Freelancer for all reasonable, pre-approved expenses incurred in connection with the Services, including but not limited to software licenses, stock imagery, printing, and travel. All expenses over \$50 must be pre-approved by the Client in writing.

3. Independent Contractor Status

The Freelancer is an independent contractor and not an employee, partner, agent, or joint venturer of the Client. The Freelancer shall have no authority to bind the Client or to make any representations or commitments on behalf of the Client.

The Freelancer shall be solely responsible for all taxes, insurance, Social Security contributions, and other obligations arising from the compensation received under this Agreement. The Client shall not withhold any taxes from payments to the Freelancer.

The Freelancer retains the right to perform services for other clients during the term of this Agreement, provided such work does not conflict with the Freelancer's obligations hereunder.

4. Intellectual Property Rights

Upon receipt of full and final payment of the Fee, the Freelancer hereby assigns to the Client all right, title, and interest in and to the deliverables and all work product created specifically for the Client under this Agreement, including all copyrights, patents, trademarks, and other intellectual property rights therein (the "Work Product").

Prior to full payment, the Freelancer retains all rights to the Work Product, and the Client shall not use, reproduce, or distribute any Work Product until payment is received in full.

Notwithstanding the foregoing, the Freelancer retains the right to: (a) use the Work Product in the Freelancer's portfolio, website, and marketing materials; (b) retain all rights to pre-existing tools, frameworks, libraries, and methodologies used in creating the Work Product ("Freelancer Tools"), and grants the Client a non-exclusive, perpetual, royalty-free license to use such Freelancer Tools solely as incorporated in the Work Product.

The Client represents that all materials provided to the Freelancer for use in the project (including text, images, logos, and trademarks) are either owned by the Client or properly licensed, and the Client shall indemnify the Freelancer against any claims arising from the use of Client-provided materials.

5. Confidentiality

Each party agrees to keep confidential any proprietary or sensitive information received from the other party in connection with this Agreement ("Confidential Information"). Confidential Information includes, but is not limited to, business plans, customer lists, pricing, technical data, and trade secrets.

The receiving party shall not disclose, use, or otherwise exploit the Confidential Information except as necessary to perform obligations under this Agreement. This obligation shall survive termination of this Agreement for a period of two (2) years.

Confidential Information does not include information that: (a) is publicly available through no fault of the receiving party; (b) was already known to the receiving party; (c) is independently developed without reference to the Confidential Information; or (d) is required to be disclosed by law.

6. Termination

Either party may terminate this Agreement at any time by providing fourteen (14) days' prior written notice to the other party.

If the Client terminates the Agreement without cause, the Client shall pay the Freelancer for: (a) all Services completed through the date of termination; (b) any non-cancellable expenses incurred by the Freelancer; and (c) a kill fee equal to 25% of the remaining unpaid Fee.

If the Freelancer terminates the Agreement without cause, the Freelancer shall: (a) return all Client materials and work-in-progress; (b) refund any prepaid amounts for unperformed Services; and (c) provide reasonable transition assistance for up to five (5) business days.

Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within ten (10) days of receiving written notice of the

breach.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Freelancer's total liability under this Agreement shall not exceed the total Fee paid or payable to the Freelancer under this Agreement.

The Freelancer makes no warranties, express or implied, regarding the Services, including any implied warranties of merchantability or fitness for a particular purpose, except that the Services shall be performed in a professional and workmanlike manner.

8. General Provisions

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements, proposals, and representations.

8.3 Amendments. This Agreement may only be modified by a written instrument signed by both parties.

8.4 Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

8.5 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.6 Notices. All notices shall be in writing and delivered to the addresses set forth above, or to such other address as a party may designate in writing.

8.7 Dispute Resolution. Any disputes arising under this Agreement shall first be submitted to good-faith mediation. If mediation fails, the dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

8.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Client

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Freelancer

Signature: _____

Printed Name: _____

Date: _____

Title: _____