**FREELANCE SERVICE AGREEMENT**

*(Independent Contractor Agreement)*

**Agreement No:** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

**Effective Date:** [\_\_\_/\_\_\_/20\_\_\_]

## **ARTICLE 1 - PARTIES**

**1.1. CLIENT (Service Recipient)**

|  |  |
| --- | --- |
| **Full Name / Company:** | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] |
| **Tax ID / EIN:** | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] |
| **Address:** | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] |
| **Phone:** | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] |
| **Email:** | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] |

**1.2. FREELANCER (Service Provider)**

|  |  |
| --- | --- |
| **Full Name / Company:** | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] |
| **Tax ID / SSN:** | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] |
| **Address:** | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] |
| **Phone:** | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] |
| **Email:** | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] |

*(Hereinafter, the Client and Freelancer shall be collectively referred to as the "Parties" and individually as a "Party.")*

## **ARTICLE 2 - SCOPE OF SERVICES**

2.1. The Freelancer agrees to provide the following services to the Client:

[Detailed description of services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

2.2. The Freelancer shall perform the services as an independent contractor, using their own methods and judgment. Nothing in this Agreement creates an employer-employee relationship between the Parties.

2.3. Deliverables:

☐ [Deliverable 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

☐ [Deliverable 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

☐ [Deliverable 3: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

## **ARTICLE 3 - TERM AND DURATION**

3.1. This Agreement shall commence on the Effective Date and shall continue until:

☐ Fixed Term: Until [\_\_\_/\_\_\_/20\_\_\_]

☐ Project Completion: Until all deliverables are accepted by the Client

3.2. Final Delivery Date: [\_\_\_/\_\_\_/20\_\_\_]

## **ARTICLE 4 - COMPENSATION AND PAYMENT**

**4.1. Service Fee:** $[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] USD

**4.2. Payment Schedule:**

☐ Full payment upon signing

☐ Deposit + Balance: [\_\_\_]% deposit upon signing, balance upon delivery

☐ Milestone-based: [Payment schedule details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

☐ Upon completion: Within [\_\_\_] days of acceptance

**4.3. Payment Method:** Bank Transfer / Wire

Bank: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

Account/Routing: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

Account Holder: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

**4.4. Late Payment:** Overdue payments shall accrue interest at [\_\_\_]% per month.

## **ARTICLE 5 - REVISIONS AND CHANGES**

5.1. Revisions included in the fee: [\_\_\_] rounds

5.2. Additional revision fee: $[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] per revision

5.3. Scope changes shall require a written change order and will be priced separately.

## **ARTICLE 6 - INTELLECTUAL PROPERTY RIGHTS**

6.1. All intellectual property rights in the deliverables shall:

☐ Transfer to Client upon full payment

☐ Remain with Freelancer; Client receives a usage license

☐ Other: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

6.2. The Freelancer retains the right to display the work in their portfolio for self-promotion, unless otherwise agreed in writing.

6.3. Materials provided by the Client remain the property of the Client.

## **ARTICLE 7 - CONFIDENTIALITY**

7.1. Each Party agrees to maintain the confidentiality of all Confidential Information received from the other Party during the term of this Agreement and for [\_\_\_] years thereafter.

**7.2. Confidential Information includes:** Trade secrets, customer lists, pricing information, business strategies, and any information marked as "confidential."

7.3. Exclusions: (a) publicly available information, (b) independently developed information, (c) information required to be disclosed by law.

## **ARTICLE 8 - REPRESENTATIONS AND WARRANTIES**

**8.1. The Freelancer represents and warrants that:**

(a) Services will be performed in a professional and workmanlike manner.

(b) Deliverables will not infringe any third-party intellectual property rights.

(c) Freelancer has the necessary skills, licenses, and authority to perform the services.

**8.2. The Client represents and warrants that:**

(a) Client has the right to use any materials provided to the Freelancer.

(b) Client will make timely payments as agreed.

(c) Client will provide necessary information and feedback in a timely manner.

## **ARTICLE 9 - LIMITATION OF LIABILITY**

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

9.2. Neither Party shall be liable for any indirect, incidental, consequential, or punitive damages, including lost profits or loss of business.

9.3. This limitation shall not apply to willful misconduct or gross negligence.

## **ARTICLE 10 - TERMINATION**

**10.1. Termination for Convenience:** Either Party may terminate this Agreement with [\_\_\_] days' written notice.

**10.2. Termination for Cause:** Either Party may terminate immediately if the other Party materially breaches this Agreement and fails to cure such breach within 15 days of written notice.

**10.3. Payment Upon Termination:**

(a) Termination by Client without cause: Pro-rata payment for work completed + [\_\_\_]% kill fee

(b) Termination by Freelancer without cause: Refund of any unused deposit

(c) Termination for cause: As permitted by applicable law

## **ARTICLE 11 - FORCE MAJEURE**

11.1. Neither Party shall be liable for any failure to perform due to circumstances beyond their reasonable control, including natural disasters, war, terrorism, pandemics, or government actions. If such circumstances continue for more than 30 days, either Party may terminate this Agreement without penalty.

## **ARTICLE 12 - GOVERNING LAW AND DISPUTE RESOLUTION**

12.1. This Agreement shall be governed by and construed in accordance with the laws of [State/Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

12.2. The Parties agree to first attempt to resolve any disputes through good-faith negotiation or mediation.

12.3. Exclusive jurisdiction and venue: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

## **ARTICLE 13 - NOTICES**

13.1. All notices shall be sent to the addresses listed in Article 1. Address changes must be communicated in writing. Notices sent by email shall be deemed written notice.

## **ARTICLE 14 - GENERAL PROVISIONS**

14.1. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements.

14.2. Amendments: This Agreement may only be amended in writing signed by both Parties.

14.3. Severability: If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14.4. Waiver: Failure to enforce any right under this Agreement shall not constitute a waiver of such right.

**14.5. Exhibits:** The following exhibits are incorporated into this Agreement:

☐ Exhibit A: Scope of Work and Technical Specifications

☐ Exhibit B: Payment Schedule

☐ Exhibit C: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.**

|  |  |
| --- | --- |
| **CLIENT**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Date: | **FREELANCER**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Date: |

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