

FREELANCE WORK AGREEMENT

The following is a Freelance Work Agreement (“Agreement”) between the Freelance Worker and Hiring Party named below.

1) PARTIES

Freelance Worker information:

Both parties should include the information applicable to them. Having a specific Contact Person can help both parties. The Contact Person can make sure that work is completed and payment is made.

Name:	
Name of Business:	
Contact Person:	
Address:	
Phone:	
Email:	

Hiring Party information:

Name:	
Name of Business:	
Contact Person:	
Address:	
Phone:	
Email:	

Hiring Party will be available and respond to Freelance Worker in a reasonable manner and within 3 days of contact.

I have reviewed this page:

Freelance Worker initials _____ Hiring Party initials _____

Be clear about the work to be done; for example, writing an article, selling the right to a photo, developing a program, or working for a certain number of hours. Be sure to factor preparatory work and revisions into the price. By being specific, Freelance Workers and Hiring Parties will know what work is owed for the amount being paid.

2) SCOPE OF WORK

Freelance Worker will provide the following services to Hiring Party in exchange for payment:

Services to be provided by Freelance Worker (include any costs or expenses to be reimbursed)	Rate or amount of payment

3) PAYMENT

Total amount (\$) to be paid to Freelance Worker for work under the contract: _____

Method of payment (check one): CASH CHECK OTHER: _____

Date or timing of payment: _____

How much \$
per

- Hour
- Part
- Draft
or
- Piece

Note: If no date or mechanism for determining the payment date is provided, payment is due within 30 days of the work being completed.

Terms 1-3 MUST be included in contracts under the Law. The remaining terms may help preserve the parties' rights and avoid disputes, but the Agreement should not include any terms that both parties do not understand. Both parties should still sign the Agreement even though you may agree to terms in multiple documents (for example, emails, text messages, etc.). Make sure that both parties are clear about the Agreement.

PAGE 3 ARE OTHER POSSIBLE TERMS FOR CONSIDERATION. *Note:* The *OPTIONAL* terms are not required by the Freelance Isn't Free Act. Whether both parties include any of these or other terms may depend on the specific work situation. Only include terms that both parties understand in a contract.

I have reviewed this page:

Freelance Worker initials _____ Hiring Party initials _____

Determine if you want this term and what the late fee should be. Generally, late fees can help encourage payment, but if a late fee is too high, it may not be valid. Indicate that the late fee is separate from and does not affect any rights or remedies under the Freelance Isn't Free Act.

OPTIONAL: LATE PAYMENT

If Hiring Party fails to submit payment on time, Freelance Worker may impose a late fee in the amount of _____% of the total amount unpaid every month.

A retainer functions as an up-front payment for anticipated work and can be drawn upon. The specified amount (\$) from the Hiring Party also compensates a Freelance Worker who does not accept other offers of work to be available to do the Hiring Party's work.

OPTIONAL: RETAINER

In consideration for Freelance Worker agreeing to provide services to Hiring Party and foregoing other work opportunities, Hiring Party agrees to pay \$_____ to Freelance Worker on [DATE]. Hiring Party understands that this payment is nonrefundable.

OPTIONAL: PAYMENT TERMS

If Hiring Party is to submit payments in installments, the installment amounts (\$) to be paid and dates due must be detailed in the contract.

Hiring Party agrees to pay Freelance Worker the following amounts ("Installments") on the dates listed:

Amount due: \$ _____ Date due: _____
Amount due: \$ _____ Date due: _____
Amount due: \$ _____ Date due: _____

OPTIONAL: DURATION, MODIFICATION, OR TERMINATION OF AGREEMENT

This Agreement begins on the date it is signed by both parties.

If both parties agree to extend, modify, or terminate this Agreement, they may do so, but only [with a written agreement signed by both parties] OR [in a writing that specifically refers to this agreement].

Upon termination, Hiring Party will pay Freelance Worker for all work completed at that time, and for any unpaid reimbursable expenses.

Arbitration clauses requiring parties to bring a case in a private venue may be inconvenient and expensive for Freelance Workers.

OPTIONAL: CHOICE OF LAW

This Agreement and any disputes arising under it shall be governed by New York State and City law.

OPTIONAL: LIMITATIONS ON LIABILITY

Either party's liability at common law under this Agreement is limited to the value of the contract.

Hiring Party will not hold Freelance Worker in breach for failure to complete work according to deadlines due to Freelance Worker's need for care or rest for mental or physical illness, injury, or health condition, or that of a Freelance Worker's family member. If the opportunity to complete work was limited to a specific time or place, Hiring Party's damages shall be limited to withholding Freelance Worker's payment for services under this Agreement.

Permissible recovery: Only the amount due under and specified in the contract.

Neither party can be asked to pay for unforeseen damages.

This applies to common law claims and does not affect claims under the Freelance Isn't Free Act.

I have reviewed this page:

Freelance Worker initials _____ Hiring Party initials _____

The Intellectual Property clause is for contracts for artistic or creative content for publication but can be considered when a Freelance Worker turns over a final product that can be copied. Unless the Freelance Worker agrees to or includes a clause to waive intellectual property rights to the Hiring Party, the Hiring Party cannot assume the rights to the Freelance Worker's intellectual property without facing penalties, such as court fees and fines.

OPTIONAL: OWNERSHIP

Freelance Worker agrees to transfer **[CHOOSE ONE]**

OWNERSHIP **COPYRIGHT** **LICENSE**

of **[DESCRIPTION OF WORK PRODUCT BEING TRANSFERRED]**

to Hiring Party upon final payment. By making this transfer, Freelance Worker gives Hiring Party permission to use the final product for the following purposes:

Hiring Party understands that it may incur penalties for using the Freelance Worker's work product improperly beyond compensating Freelance Worker for the value of the use. Penalties include _____% of the value of the use and court and attorneys' fees.

OPTIONAL: CONFIDENTIAL INFORMATION

Both parties shall maintain as confidential any information that the parties designate as Confidential Information in their communications to each other. Both parties will limit their use of Confidential Information to fulfilling their obligations under the Agreement.

OPTIONAL: GENERAL

This Agreement, including any attachments, represents the entire agreement between Hiring Party and Freelance Worker. Both parties' performance is limited to only those items that are listed in the Agreement.

Hiring Party Signature:

Print Name

Date

Freelance Worker Signature:

Print Name

Date

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