

FREELANCE WRITING CONTRACT

1. **PARTIES AND ASSIGNMENT.** This contract (the "Contract") is made and entered into as of _____ (the "Effective Date") by and between:

Client: _____, with a mailing address of _____ ("Client"), and

Writer: _____, with a mailing address of _____ ("Writer").

The Contract is in regards to professional freelance writing services to be performed on/for the following project(s):

In consideration of the mutual covenants made herein, the parties agree as follows:

2. **WORK.** The Writer agrees to produce written materials such as text and articles (the "Work") at the request of the Client for fees agreed upon in advance and turn in or deliver the Work by the agreed upon deadline. The Writer agrees that they will be the sole author of the Work, which will be original work by Writer, free of plagiarism. The Writer agrees to use reasonable care to ensure that all facts and statements in the Work are true and that the Work does not infringe upon any copyright, right of privacy, proprietary right, right of publicity, or any other right of a third party. The Writer agrees that the Client has the right to edit the Work as it deems appropriate for publication, and that the Writer will cooperate with the Client in editing and otherwise reviewing the Work prior to publication. The Writer will cooperate with the Client if any complaints, claims, or litigation should arise regarding the Work.

3. **CONFIDENTIALITY.** The Writer acknowledges that they may be furnished or may otherwise receive or have access to information which relates to the Client's products, vendor lists, creative works, pending projects, and other proprietary information which gives the Client an opportunity to acquire an advantage over its competitors who do not know or use it (the "Proprietary Information"). The Writer agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to the Writer before this Contract is signed or afterward. In addition, the Writer shall not disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for their own benefit or for the benefit of any third party. Without limiting the generality of the foregoing, the Writer shall be prohibited from discussing the Client or the Work with a representative of the press or media, either directly or indirectly, without the Client's express prior written approval.

4. **COMPENSATION.** The Client agrees to pay the Writer the following: (check one)

- \$ _____ / Hour.
- \$ _____ / Word.
- A flat fee of \$ _____ (total) for the Work.

Incidental expenses such as long distance phone calls, postage, courier service, are absorbed by the Writer.

The Writer agrees to be paid: (check one)

- Within _____ days upon delivering an invoice.
- Upon the completion of the Work.
- On a _____ (e.g., weekly, monthly) basis starting from the Effective Date.
- Other: _____.

The Writer is responsible for the payment of all federal, state and/or local taxes with respect to the Work they perform for the Client as an independent contractor. The Client will not treat the Writer as an employee for any purpose.

5. DUE DATE. The Work provided by the Writer shall: (check one)

- Be completed by _____.
- NOT have a due date.
- Other: _____.

6. CLIENT APPROVAL. The Client is responsible for written approval of work ordered (i.e., copy, design, photography, typesetting, and other services) required for the completion of the Work. This approval can be in the form of initials or facsimile. Upon acceptance of the Work, the Client accepts responsibility for any further processes in which this work is used (i.e., film output, printing, etc.). The Writer is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work.

7. CHANGES. Any verbal or written changes made by the Client to the scope of the Work following its initiation by the Writer are subject to additional charges. Should such changes negate any part of the Work already completed at the time of the changes, the Client accepts responsibility for payment of the completed Work and all services related to it, in addition to charges for the change itself.

8. CANCELLATION. Upon written or verbal cancellation, the Client is responsible for payment for all expenses incurred and any work done toward the completion of the Work based on the percentage of project completed. Should the Client cancel the Work following its completion, the Client is responsible for full payment as per the above estimate plus all other expenses incurred.

IN WITNESS WHEREOF, the Client and Writer have indicated their acceptance of the terms of this Contract by their signatures below on the dates indicated.

Client's Signature: _____ **Date:** _____

Print Name: _____

Company Name: _____

Writer's Signature: _____ **Date:** _____

Print Name: _____

Company Name: _____