

SAMPLE FREELANCE WRITING CONTRACT

Parties and Assignment. This agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2XXX (the "Effective Date") by and between _____ (company name, hereafter referred to as "Client"), having a place of business at _____ and The Writer (hereafter referred to as "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:

Work. 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 an agreed upon deadline. Writer agrees that she will be the sole author of the Work, which will be original work by Writer, free of plagiarism. 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. Writer agrees that Client has the right to edit the Work as it deems appropriate for publication, and that Writer will cooperate with Client in editing and otherwise reviewing the Work prior to publication. Writer will cooperate with Client if any complaints, claims or litigation should arise regarding the Work.

Confidentiality: Writer acknowledges that he/she may be furnished or may otherwise receive or have access to information which relates to the Client's past, present or future products, vendor lists, creative works, marketing strategies, pending projects and proposals, 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"). Writer agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to Writer before this Agreement is signed or afterward. In addition, Writer shall not disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for his or her own benefit or for the benefit of any third party. Without limiting the generality of the foregoing, 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.

Compensation. Client agrees to pay Writer one of the following: \$ _____ per hour, \$ _____ per word, or a flat fee of \$ _____. If the parameters of the Work changes, or if it involves much more time than originally estimated, Writer will inform Client and they can renegotiate the rate. Writer will bill for half of the total estimated cost when Writer begins the Work and the rest upon completion. Writer will submit the final invoice for the Work upon receiving approval from Client. If Writer has not received any comments or revisions within a week of submitting a completed draft, Writer will send the invoice. Writer requires half of the total estimate cost up front before beginning a rush job if for a first-time client.

Writer requires a purchase order number or an initialized agreement before beginning Work. Incidental expenses such as long distance phone calls, postage, courier service, are absorbed by Writer. Mileage to special events or interviews is billed at the rate currently accepted by the IRS.

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

Payment and Collection. Unless otherwise specified in writing, invoices not paid within 30 days of the invoice date will accrue interest at 1.5% per month. Client agrees to pay for each check returned for insufficient funds or any other reason \$25 per occurrence or 5% of the value of each returned item, whichever is greater. Client agrees to pay all reasonable attorney's fees (at least 15% of all amounts due, including interest) if any account is placed with an attorney for collection. Client agrees that the purchase of the services described herein constitutes "doing business" in the State of California and submits itself to the jurisdiction of the State of California with respect to any suit brought by The Writer to collect any sums hereunder. The parties agree that the only venue for any suit brought by either of them with respect to the services sold hereunder shall be in the State Court of Williamson County.

Client Approval. 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, client accepts responsibility for any further processes in which this work is used (i.e.,

film output, printing, etc.) Writer is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work.

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

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

I, _____ (Client company representative), assert that I am a person employed by _____ (Client), and that I have the authority to promise payment for the services rendered by The Writer for the aforementioned Work. I assert that I have read, understood and agree to the Freelance Writing Contract and Agreement.

Customer Signature

Date

I, (The Writer) assert that I have read, understood and agree to the Freelance Writing Contract and Agreement.

Writer's Signature

Date