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Freelance Services Contract

Independent Contractor Agreement

[Your Business Name]

March 23, 2026

01 — Parties

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

The Contractor and the Client are collectively referred to as the "Parties" and individually as a "Party."

02 — Scope of Work

The Contractor agrees to perform the following services (the "Services") for the Client, as described in detail below. Any work not explicitly listed in this section or a subsequent Change Order (see Section 8) is outside the scope of this Agreement.

03 — Timeline & Milestones

The project shall commence on [Start Date] and is expected to be completed by [End Date], subject to timely provision of materials and feedback by the Client.

Delays caused by the Client (including late feedback, delayed asset delivery, or scope changes) may result in adjusted timelines. The Contractor will notify the Client in writing of any projected delays.

04 — Payment Terms

4.1 Total Fee. The total fee for the Services described in this Agreement is \$[Total Amount] USD.

4.2 Payment Schedule:

4.3 Late Payment. Invoices not paid within 30 days of the due date shall accrue interest at the rate of 1.5% per month (18% per annum) on the outstanding balance. The Contractor reserves

the right to suspend work on any outstanding deliverables until all overdue payments are received.

4.4 No Deliverables Without Payment. The Contractor is under no obligation to deliver final files, source files, or any work product until all payments due up to that point have been received in full.

4.5 Payment Methods. Payments may be made via ACH bank transfer, PayPal, Zelle, or check. Wire transfer fees, if any, are the responsibility of the Client.

4.6 Expenses. Any pre-approved expenses (such as stock assets, software licenses, or travel) will be billed at cost plus 10% administrative markup, with receipts provided.

05 — Intellectual Property

5.1 Pre-Existing IP. Each Party retains all rights to its pre-existing intellectual property. The Contractor's pre-existing tools, frameworks, code libraries, templates, and methodologies remain the Contractor's property and are licensed (not assigned) to the Client for use in connection with the deliverables.

5.2 Assignment. Upon receipt of full and final payment, the Contractor assigns to the Client all rights, title, and interest in the custom work product created specifically for this project (the "Work Product"), including all copyrights, trademarks, and other intellectual property rights therein.

5.3 Portfolio Rights. The Contractor retains the right to display and reference the completed work in their professional portfolio, website, and marketing materials, unless the Client provides written notice of objection within 30 days of project completion.

5.4 Client Materials Warranty. The Client warrants that all materials provided to the Contractor (including text, images, logos, and data) are owned by the Client or properly licensed, and that their use as directed will not infringe any third-party rights. The Client shall indemnify the Contractor against any claims arising from Client-provided materials.

06 — Confidentiality

6.1 Obligations. Each Party agrees to keep confidential all non-public information disclosed by the other Party in connection with this Agreement ("Confidential Information"), including but not limited to business plans, financial data, customer lists, trade secrets, proprietary processes, and technical specifications. Neither Party shall disclose Confidential Information to any third party without prior written consent.

6.2 Exceptions. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is independently developed without use of Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided the disclosing Party is given reasonable notice to seek a protective order.

6.3 Survival. The confidentiality obligations in this section shall survive termination of this Agreement for a period of two (2) years.

07 — Revisions & Amendments

7.1 Included Revisions. This Agreement includes [2] rounds of revisions per deliverable. A "revision" is defined as a set of changes communicated in a single consolidated feedback document.

7.2 Additional Revisions. Revisions beyond the included rounds will be billed at \$[150]/hour, with an estimate provided before work begins. The Client must approve additional revision costs in writing.

7.3 Acceptance Period. The Client has [5] business days to review each deliverable and provide feedback. If no feedback is received within this period, the deliverable shall be deemed accepted.

08 — Change Orders

Any changes to the scope, timeline, or deliverables described in this Agreement must be documented in a written Change Order signed by both Parties. A Change Order shall describe the requested change, its impact on the timeline, and any additional cost. Work on a Change Order shall not commence until the Change Order is signed and any additional deposit is received.

09 — Termination

9.1 Termination by Either Party. Either Party may terminate this Agreement by providing [14] days' written notice to the other Party. Upon termination, the Client shall pay for all Services performed and expenses incurred up to the effective date of termination.

9.2 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) commits a material breach and fails to cure such breach within [10] days of written notice; (b) becomes insolvent or files for bankruptcy; or (c) engages in conduct that is illegal or materially harmful to the other Party's reputation.

9.3 Effect of Termination. Upon termination: (a) the Contractor shall deliver all completed work and work-in-progress to the Client; (b) the Client shall pay all outstanding fees; (c) IP rights transfer only for work that has been fully paid for; (d) all Confidential Information shall be returned or destroyed.

9.4 Kill Fee. If the Client terminates without cause after Phase 1 has begun, a kill fee of [20]% of the remaining unpaid balance shall be due in addition to payment for work completed.

10 — Limitation of Liability

10.1 Cap. The Contractor's total aggregate liability under this Agreement shall not exceed the total fees actually paid by the Client under this Agreement.

10.2 Exclusion of Consequential Damages. In no event shall either Party be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or business opportunities, regardless of the cause of action or theory of liability, even if the Party has been advised of the possibility of such damages.

11 — Indemnification

11.1 By Contractor. The Contractor shall indemnify, defend, and hold harmless the Client from any third-party claims, damages, or expenses (including reasonable attorneys' fees) arising from: (a) the Contractor's negligence or willful misconduct; or (b) any claim that the Contractor's original work infringes a third party's intellectual property rights.

11.2 By Client. The Client shall indemnify, defend, and hold harmless the Contractor from any third-party claims, damages, or expenses (including reasonable attorneys' fees) arising from: (a) the Client's use of the deliverables in a manner not contemplated by this Agreement; (b) Client-provided materials; or (c) the Client's negligence or willful misconduct.

12 — Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay results from circumstances beyond the Party's reasonable control, including but not limited to natural disasters, pandemics, war, terrorism, government actions, power failures, internet outages, or labor disputes. The affected Party shall provide prompt written notice and use commercially reasonable efforts to mitigate the impact. If a force majeure event continues for more than [30] days, either Party may terminate this Agreement without penalty.

13 — Data Protection

13.1 Compliance. Both Parties agree to comply with all applicable data protection and privacy laws, including the California Consumer Privacy Act (CCPA) and any other applicable state privacy laws.

13.2 Data Handling. The Contractor shall: (a) process personal data only as necessary to perform the Services; (b) implement reasonable technical and organizational security measures; (c) not sell or share personal data with third parties except as required to perform the Services; (d) promptly notify the Client of any data breach affecting Client data; and (e) delete or return all Client personal data upon termination of this Agreement.

13.3 Consumer Rights. If the Services involve handling consumer personal information subject to state privacy laws, the Contractor shall assist the Client in responding to consumer rights requests (access, deletion, opt-out) in a timely manner.

14 — Dispute Resolution

14.1 Negotiation. The Parties agree to first attempt to resolve any dispute arising out of or relating to this Agreement through good-faith negotiation for a period of [30] days.

14.2 Mediation. If negotiation fails, the Parties agree to submit the dispute to mediation administered by the American Arbitration Association (AAA) under its Commercial Mediation Procedures. The costs of mediation shall be shared equally.

14.3 Litigation. If mediation fails, either Party may pursue the dispute in the state or federal courts located in [County], [State]. Each Party consents to the exclusive jurisdiction and venue of such courts.

15 — General Provisions

15.1 Independent Contractor. The Contractor is an independent contractor, not an employee, partner, or agent of the Client. The Contractor is responsible for their own taxes (including self-employment tax, estimated quarterly payments, and IRS reporting), insurance, and business expenses. The Client will not withhold taxes or provide benefits. If applicable, the Client will issue a Form 1099-NEC for payments of \$600 or more in a calendar year.

15.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, warranties, and understandings, whether oral or written.

15.3 Amendments. This Agreement may only be modified by a written amendment signed by both Parties.

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

15.5 Waiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to enforce that provision in the future.

15.6 Notices. All notices under this Agreement shall be in writing and delivered by email (with confirmation of receipt) or by certified mail to the addresses listed in Section 1.

15.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign to a successor in connection with a merger, acquisition, or sale of substantially all of its assets.

16 — Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of [Your State], without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in [County, State], and the Parties consent to the personal jurisdiction and venue of such courts.

State-Specific Legal Notes

IMPORTANT — State Laws Affecting Freelancers • New York: The Freelance Isn't Free Act requires a written contract for all freelance work worth \$800 or more. Clients must pay within 30 days of completion (or per contract terms). Penalties for non-compliance include double damages and attorney fees. • California: AB5 establishes the ABC test for independent contractor classification. To qualify as an independent contractor, the worker must be: (A) free from the hiring entity's control, (B) performing work outside the usual course of the hiring entity's business, and (C) engaged in an independently established trade or occupation. • Illinois: The Freelance Worker Protection Act requires written contracts for freelance work of \$500 or more. Clients must pay within 30 days unless otherwise agreed in writing. **Laws vary by state. Consult an attorney licensed in your state before using this template.**

Signatures

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

FOR THE CONTRACTOR:

Signature: _____

Print Name: _____

Date: _____

FOR THE CLIENT:

Signature: _____

Print Name: _____

Date: _____