**Freelancer Client Agreement Template**

**[Designer] and [Client] Agreement**

THIS AGREEMENT, made on [insert date] between [Client] hereinafter “Client” and [Designer] hereinafter “Designer”.

1. **SCOPE OF SERVICES**: Designer and Client agree, in addition to the other provisions of this Agreement, that:
   1. Designer is responsible to Client for the successful completion related to the detailed tasks below:
      1. [Enter deliverables here]
   2. Client shall co-operate fully with Designer and provide all information requested by the Designer in a timely fashion. In the event the Client does not provide required information in a timely fashion, the project may be delayed until the Client provides such information. The project may be re-estimated if, upon receipt of all project elements, the Designer determines the scope of the project has been altered such that project hours will exceed 15% of the originally agreed upon scope.
   3. Additional revisions or work requested beyond those outlined in the Designer’s Proposal will be billed at the Designer’s hourly rate of $[rate].
2. **TERM**

The term of this Agreement shall be for a set period of time commencing upon the execution of this Agreement as dated above and ending with completion of the project as outlined in the Designer’s Proposal.

1. **COMPENSATION**

In consideration of the work outlined above to be performed by Designer, the Client agrees to the compensation and compensation schedule outlined below:

a. [Enter project cost(s) here]

A deposit of [50%] is due to Designer before project commences. Designer is under no obligation to perform until such payment is complete. The remainder of the project compensation is due upon successful completion of the project as outlined in the Scope of Services. Successful completion occurs when the Client approves and receives the final deliverables. Client agrees to pay Designer interest at 1 1/2 percent per month (18% APR) on all accounts not paid within thirty (30) days of billing and further agrees to pay all reasonable costs of collection, including additional reasonable attorneys’ fees, if collection procedures are required.

1. **REJECTION, CANCELLATION OR DELAY OF PROJECT**

The Client shall not unreasonably withhold acceptance of, payment for, the project. If, prior to completion of the project, the Client observes any nonconformance with the Scope of Services, the Designer must be promptly notified, allowing for necessary corrections. Rejection of the completed project or cancellation during its execution will result in forfeiture of deposit and the possible billing for all additional labor or expenses to date. All elements of the project must then be returned to the Designer. Any usage by the Client of those design elements will result in appropriate legal action.

If a Client deliverable is late more than 10 business days the project will be considered “on hold.” Once the deliverable is received and the project is re-activated it will be rescheduled based on Designer’s current workload and availability.

1. **Copyright**

Client Content, including all pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all rights in connection therewith. Client hereby grants to Designer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer’s performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

Upon completion of the Services, and expressly subject to full payment of all fees, costs, and expenses due, Designer hereby assigns to Client all right, title, and interest, including without limitation copyright and other intellectual property rights, in and to the final product.

6. **INDEMNIFICATION**

Client shall at all times indemnify and hold harmless Designer and Designer’s employees or agents from and against any and all claims, damages, liabilities, costs, and expenses, including legal expenses and reasonable counsel fees, arising out of Designer’s conduct or relating to Designer’s conduct or in connection with any activities by Designer or relating to or arising out of Designer’s work on behalf of Client.

7. **ENTIRE AGREEMENT**

This Agreement supersedes any and all prior negotiations, understandings, and agreements between the parties hereto with respect to the subject matter hereof. Each of the parties acknowledges and agrees that neither party has made any representations or promises in connection with this Agreement nor the subject matter hereof not contained herein.

8. **MODIFICATION, WAIVER, AND INVALIDITY**

This Agreement may not be canceled, altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by both parties.  The waiver by either party of any breach of this Agreement in any one or more instances shall in no way be construed as a waiver of any subsequent breach of this Agreement (whether or not of a similar nature).  If any part of this Agreement shall be held to be void, invalid or unenforceable, it shall not affect the validity of the balance of this Agreement.

9. **CONTROLLING LAW: SUBMISSION TO JURISDICTION**

This Agreement shall be deemed to have been made in the State in which the Designer resides, and its validity, construction, enforcement and effect shall be governed by the laws of that State applicable to agreements wholly performed therein.

10.   **NOTICES**

All notices, requests, demands, and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given when, either mailed at any general or branch United States Post Office enclosed in a certified postpaid envelope, return receipt requested, and addressed to the address of the respective party stated in the signature block of this Agreement or by email, return receipt requested, to such changed address as the party may have fixed by notice. Any notice of change of address shall only be effective when received by the other party, or emailed to the address of the respective party stated in the signature block of this Agreement or to such changed address as the party may have fixed by notice, with confirmation that the email was received. Any notice of change of address shall only be effective when received by the other party.

11.   **CONFIDENTIALITY**

Except as otherwise required by law Designer and Client agree to:

1. Take all necessary steps to keep the Confidential Information confidential;
2. Ensure all Confidential Information in its possession or control is securely stored;
3. Not use, disclose, release, reproduce, distribute or publish the Confidential Information for personal gain or any other purpose, or authorize others to do so, except as permitted by this Agreement;
4. Not use its position on any confidential matter to the detriment of the Client; and
5. Immediately notify the Client of any actual or suspected disclosure of the Confidential Information and provide all assistance requested by the Client to identify such disclosure and mitigate its impact.

This Agreement shall not be binding upon Client or Designer until signed by Designer and countersigned by a duly authorized officer of Client.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day, month and year first above written.

Designer

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Client

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