## **1. Save this document**

Make your own copy of The Plain Contract by going to **File > Make a copy** or **File > Download as > Microsoft Word**

[Contribute on GitHub](https://github.com/jackmorgan/the-plain-contract/)

## **2. Add your information**

|  |  |
| --- | --- |
| [[CLIENT NAME]] | Replace with the business name of the Client you’re sending the Agreement to.  *Example: NeXT Computer Inc.* |
| [[YOUR NAME]] | Replace with your business name.  *Example: Paul Rand Design LLC.* |
| [[DATE]] | Replace with today’s date in YYYY-MM-DD format.  *Example: 2019-01-15.* |
| [[DELIVERABLES]] | Replace with the services you will deliver to the Client.  *Example: Design the corporate identity for NeXT Computer Inc.* |
| [[START DATE]] | Replace with the date you will begin work in YYYY-MM-DD format.  *Example: 2019-01-15.* |
| [[END DATE]] | Replace with the date you will finish work in YYYY-MM-DD format.  *Example: 2019-02-25.* |
| [[RATE TYPE]] | Replace with the rate you will charge the Client for your work.  *Example: Flat Rate, Hourly Rate, Daily Rate, Weekly Rate, Monthly Rate* |
| [[TOTAL FEE]] | Replace with the fee you will charge the Client for your work.  *Example: $10,000.00 USD* |
| [[DEPOSIT %]] | Replace with the deposit percentage you will charge the Client upfront.  *Example: 25%.* |
| [[INVOICE DAYS]] | Replace with the number of days you will allow the Client to pay their invoice(s).  *Example: 30 Days.* |
| [[LATE FEE]] | Replace with the late fee you will charge the Client for each month they haven’t paid.  *Example: $1,000.00 USD.* |
| [[HOURLY FEE]] | Replace with the hourly fee you will charge the Client for unexpected revisions.  *Example: $100.00 USD.* |
| [[LOCATION]] | Replace with the physical location of your business.  *Example: The State of New York, Québec, The United Kingdom* |

## 

## **3. Delete this page**

Once you’re done customizing your contract, delete this page.

By using The Plain Contract, you agree to the [Terms and Conditions](https://thesimplecontract.com/legal).

**Freelance Contractor Agreement**

This Agreement (the “Agreement”) is between [[CLIENT NAME]] (the “Client”) and [[YOUR NAME]] (the “Contractor”). This Agreement is dated [[DATE]].

1. **DELIVERABLES AND PAYMENT**
   1. **Deliverables.** The Client is hiring the Contractor to do the following: [[DELIVERABLES]]
   2. **Term.** The Contractor will begin work on [[START DATE]] and must complete the work by [[END DATE]].
   3. **Payment.** The Client will pay the Contractor a [[RATE TYPE]] of [[TOTAL FEE]]. Of this, the Client will pay the Contractor [[DEPOSIT %]] before work begins.
   4. **Expenses.** The Client will reimburse the Contractor’s expenses. Expenses do not need to be pre-approved by the Client.
   5. **Invoices.** The Contractor will invoice the Client on or after [[END DATE]]. The Client agrees to pay the Contractor in full within [[INVOICE DAYS]] days of receiving the invoice. Payment after that date will incur a late fee of [[LATE FEE]] per month.
   6. **Revisions.** The Client will incur additional fees for revisions requested which are outside the scope of the Deliverables at Contractor’s standard hourly rate of [[HOURLY FEE]].
2. **OWNERSHIP AND AUTHORSHIP**
   1. **Ownership.** The Client owns all Deliverables (including intellectual property rights) once the Client has paid the Contractor in full.
   2. **Authorship.** The Client agrees the Contractor may showcase the Deliverables in the Contractor’s portfolio and in websites, printed literature and other media for the purpose of recognition.
3. **CONFIDENTIALITY AND NON-DISCLOSURE**

Each party promises to the other party that it will not share information that is marked confidential and nonpublic with a third party, unless the disclosing party gives written permission first. Each party must continue to follow these obligations, even after the Agreement ends.

1. **NON-SOLICITATION**

Until this Agreement ends, the Contractor won’t encourage Client employees or service providers to stop working for the Client for any reason.

1. **REPRESENTATIONS**

Each party promises to the other party that it has the authority to enter into and perform all of its obligations under this Agreement.

1. **TERM AND TERMINATION**

Either party may end this Agreement at any time and for any reason, by providing 7 days written notice. The Client will pay the Contractor for all work that has been completed when the Agreement ends, and will reimburse the Contractor for any prior expenses.

1. **LIMITATION OF LIABILITY**

The Contractor’s Deliverables are sold “as is” and the Contractor’s maximum liability is the total sum paid by the Client to the Contractor under this Agreement.

1. **INDEMNITY**

The Client agrees to indemnify, save and hold harmless the Contractor from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party as a result of the work the Contractor has done under this Agreement.

1. **GENERAL**
   1. **Governing Law and Dispute Resolution.** The laws of [[LOCATION]] govern the rights and obligations of the Client and the Contractor under this Agreement, without regard to conflict of law provisions of that state.
   2. **Notices.** All notices to either party shall be in writing and delivered by email or registered mail. Notices must be delivered to the party’s address(es) listed at the end of this Agreement.
   3. **Severability.** If any portion of this Agreement is changed or disregarded because it is unenforceable, the rest of the Agreement is still enforceable.
   4. **Entire Agreement.** This Agreement supersedes all other Agreements (both written and oral) between the parties.

The undersigned agree to and accept the terms of this Agreement as of the date(s) below.

|  |  |
| --- | --- |
| **CONTRACTOR** | **CLIENT** |
| **Full Name:** | **Full Name:** |
| **Title:** | **Title:** |
| **Company:** | **Company:** |
| **Address:** | **Address:** |
| **Signature:** | **Signature:** |
| **Date:** | **Date:** |