Freelancer Contract

This Freelance Contract (hereinafter "**Contract**", "**Agreement**") is entered into on _____ (the "**Effective Date**"), by and between _____, with an address of _____ (hereinafter referred to as the "**Client**") and _____, with an address of _____ (hereinafter referred to as the "**Freelancer**"), also individually referred to as "**Party**" and collectively "the **Parties**".

I. Services

The Freelancer commits to providing the Client with the following specific services:

- _____

  - Price: _____

- _____

  - Price: _____

- _____

  - Price: _____

Additional description of the services:

_____

_____

_____

_____

II. Payments

The Client hereby agrees to pay the Freelancer for the Services in accordance with the following terms:

- Upon signing of the Contract: _____
- Upon completion of _____ % of the Services: _____
- Upon completion of _____ % of the Services: _____
- Upon completion of the Contract: _____

TOTAL AMOUNT TO BE PAID: _____

The Freelancer will provide a full breakdown of all costs upon the Client's request.

III. Timeline

The Parties hereby agree to the following schedule:

- Commencement date of the project: _____
- Midway project review: _____
- Final project date: _____

IV. Revisions

As part of the Contract, the Client is entitled to _____ rounds of revisions. The Client hereby acknowledges that any round of revisions after the aforementioned number shall be chargeable at the rate of _____ by the Freelancer.

V. Ownership

The Parties agree that the work and specific deliverables created by the Freelancer as part of this contract (hereinafter "**Work Product**"), including, but not limited to documents, goods and services, deliverables and the like, physical and/or digital, will be owned by the Client.

The Freelancer does not own any rights to any of the Work Product delivered as part of this contract and shall transfer and deliver all Work Product upon the completion of this Contract. The Work Product will be completely owned exclusively by the Client, allowing the Client to use the Work Product without any restrictions.

VI. Confidentiality

Any materials, proprietary information, trade secrets, industry knowledge and other confidential information transferred from the Client to the Freelancer must be kept confidential by the Freelancer, unless disclosure is required by a process of the law.

Divulging any of this information for any purpose beyond the scope of this Contract, or beyond the exceptions set forth above, is forbidden without the prior consent of the Client, even after the termination of the Contract.

The Freelancer consents to not using any of this proprietary information for their own benefit at any time.

VII. Termination

The Contract may be terminated at any given moment by either the Client or the Freelancer. Written notice is required by any of the Parties.

In such an event:

- **The Client** is responsible to pay for all the Work Product that has been created and delivered up to the date of termination of the Contract, except for the case in which the Freelancer's Work Product has breached the Contract.
- **The Freelancer** is required to return all the Work Product or any other related result of this Contract's work, within 14 (fourteen) days

VIII. Representations and Warranties

The Contract is a legally binding agreement between both Parties, as stated above. The Parties each represent that they have the authority to enter into this Contract.

Both Parties commit to not violating the rights of any third party or otherwise violate other, if any, agreements made between them and/or any other business entity or governmental organization.

IX. Disclaimer of Warranties

The Freelancer warrants to complete and deliver the Work Product enlisted upon in this Contract as per the Client's specifications and requests. However, the Freelancer does not guarantee, represent or warrant that the services will create any additional revenues, profits, sales, exposure, brand recognition or the like of the aforementioned. Moreover, the Freelancer

does not bear any responsibility to the Client if the Work Product does not lead to the Client's desired result(s).

X. Limitation of Liability

The Freelancer will commit to finding the best suppliers and Freelancers according to the needs and requirements of the Client. However, the Freelancer does not guarantee and cannot be responsible for any suppliers' and Freelancers' performance and/or product.

Neither of the parties will be liable for any indirect, consequential, punitive or special damages (including lost profits) that come out of this Contract or the transactions it entails (whether for breach of contract, tort, negligence, or any other form of action.

XI. Waiver

The failure by either of the Parties to exercise their rights, power and/or privileges under the terms of this Agreement will not be considered as a waiver of any subsequent/future/other exercises of that right, power and/or privileges,

XII. Legal Fees

In the case in which legal action takes place, the successful Party will be entitled to its legal fees, including but not limited to its attorneys' fees.

XIII. Severability

In an event where any provision of the Contract has been found to be void and/or unenforceable by a court of competent jurisdiction, the remaining provisions will remain enforceable according to the Parties' information.

XIV. Legal and Binding Agreement

The Contract is a legally binding agreement between both Parties, as stated above. The Parties each represent that they have the authority to enter into this Contract.

XV. Governing Law and Jurisdiction

The Parties agree that this Contract shall be governed and construed in accordance with the laws of _____.

XVI. Entire Agreement

This Contract contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof. This Contract supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. **In the event that the Parties desire to change, add, or modify any of the terms agreed upon in this Contract, they shall do so in writing to be signed by both parties.**

The Parties hereby agree to the terms and conditions set forth above in this Contract by their signatures, as follows:

CLIENT

Signature: _____

Name: _____

Date: _____

FREELANCER

Signature: _____

Name: _____

Date: _____