

## **FREELANCE AGREEMENT**

This Freelance Agreement ("Agreement") is made effective as of ("Effective Date") by and between ("Client") contactable at and the Freelancer (hereafter "Freelancer"). In consideration of the mutual promises contained herein, the parties agree as follows:

### **1. Project Scope and Services**

The Freelancer agrees to provide services in connection with the project titled:

(the "Project"). The services (the "Services") shall include, but not be limited to, all tasks, deliverables, and work necessary to complete the Project in a professional and timely manner. Any additional work or modifications outside the original scope must be mutually agreed upon in writing by the parties.

### **2. Term**

This Agreement shall commence on and shall remain in effect until , unless terminated earlier in accordance with Section 7 of this Agreement.

### **3. Payment Terms**

In consideration for the performance of the Services, the Client agrees to pay the Freelancer a total fee of . Payment shall be made according to the following schedule:

- An initial deposit, if applicable, upon commencement of the Project.
- Progress payments based on milestones, as mutually agreed in writing.
- The final payment shall be due upon completion of the Project and Client approval of the deliverables.

4. All payments shall be made by the Client in a timely manner, and any delay may result in a suspension of Services until outstanding amounts are settled.

### **5. Client Obligations**

The Client agrees to provide the Freelancer with all necessary materials, information, and access to resources required to complete the Project. The Client shall offer prompt feedback and approvals via the client email address to ensure that the Freelancer can meet agreed-upon deadlines.

### **6. Revisions and Approvals**

The Freelancer will submit deliverables for review by the Client during the Project. The Client shall provide written feedback or approval within a reasonable timeframe. Any requests for additional revisions beyond the initial scope may incur extra charges, which

will be mutually agreed upon in writing before additional work commences.

**7. Confidentiality**

Both parties agree that any confidential or proprietary information disclosed during the term of this Agreement shall remain confidential. The Freelancer shall use such information solely for the purposes of performing the Services under this Agreement and shall not disclose it to any third party without the Client's prior written consent.

**8. Termination**

Either party may terminate this Agreement by providing written notice to the other party. In the event of termination:

- The Freelancer shall be compensated for all Services rendered up to the effective date of termination.
- Termination shall be effective upon receipt of notice, provided that notice is given at least [a reasonable notice period, e.g., 10 days] in advance.

**9. Intellectual Property and Ownership**

The Freelancer retains the right to include the work in their portfolio and marketing materials, provided that no confidential information is disclosed. Ownership of pre-existing materials or background intellectual property remains with the Freelancer.

**10. Indemnification**

The Freelancer agrees to indemnify and hold harmless the Client from any claims, damages, or liabilities arising out of the Freelancer's breach of this Agreement or negligent performance of the Services. Similarly, the Client agrees to indemnify and hold harmless the Freelancer for any claims arising from the Client's failure to provide necessary support or timely feedback.

**11. Limitation of Liability**

Neither party shall be liable for any indirect, incidental, or consequential damages arising out of this Agreement.

**12. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Client is located, without regard to its conflict of laws principles.

**13. Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the Project and supersedes all prior negotiations, agreements, or understandings, whether written or oral. Any modifications or amendments to this Agreement must be made in writing and signed by both parties.

**14. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining

provisions shall continue in full force and effect, and the invalid provision shall be replaced by a mutually acceptable valid provision that most closely reflects the intent of the parties.

**15. Notices**

All notices or communications required under this Agreement shall be in writing and sent via email to the client email or to such other email address as may be designated by the Client. Notices shall be deemed given when received.

IN WITNESS WHEREOF, the parties have executed this Freelance Agreement as of the Effective Date.

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*Client Signature*

**Name:**

**Email:**

**Date:**