

FREELANCE CONTRACT

This Freelance Contract (the "Agreement") is entered into as of [Date] by and between _____, an individual residing at _____ (the "**Client**"), and _____, an individual residing at _____ (the "**Freelancer**"), collectively referred to as the "**Parties**" and individually as the "**Party**".

THEREFORE, Both parties agree to the following terms contained therein:

A. TERMS OF THE SERVICE. The Freelancer agrees to render professional website design and development services for the Client, as detailed below:

The development of a responsive and fully functional e-commerce website, incorporating features such as user authentication, a secure payment gateway, and a robust content management system

The website will include with the list of deliverables such as but not limited to:

- Design Mockups
- Fully coded homepage
- Contact Form

B. PROJECT TIMELINE. [Detail the timeline, including key milestones, e.g., "Initial mockups by [date], development phase completion by [date], and final delivery by [date]."]

Should the Client seek to extend the professional relationship for additional work, the terms will be negotiated in a separate freelance retainer agreement.

C. PAYMENT TERMS AND PRICING. The Client agrees to compensate the Freelancer the compensation for the Services provided under this Contract as follows:

Total Project Cost: 1,500

- ☐ Hourly rate: _____
- ☐ Daily rate: _____
- ☐ Fixed rate: _____

The Freelancer will provide detailed invoices to facilitate payment processing and maintain clear documentation of all transactions.

An initial non-refundable deposit of 50% of the agreed price shall be made before the commencement of project, with the remaining balance payable upon final approval of deliverables. A 5% late fee will be applied to overdue balances per week after the due date.

If the Client cancels the project with at least 7 business days' notice, the Freelancer will be compensated for work completed up to the cancellation date.

The client shall make payments to the Freelancer via bank transfer or any other mutually agreed upon method. Any fees or charges associated with the chosen payment method shall be borne by the Client.

D. OWNERSHIP RIGHTS AND LICENSES. The Client is the sole and exclusive owner of all intellectual property rights, including but not limited to the Client's products and information, data, marketing materials, accounting, and administrative information, trademarks, logos, domain names, and any distinctive sign used by the Client.

The Freelancer expressly acknowledges that it has no rights in the Client's intellectual property related to the Client's properties and products.

The Freelancer retains the right to showcase the project in their professional portfolio unless the Client explicitly requests confidentiality.

All deliverables provided under this Agreement will be unique and exclusively owned by the Client.

E. CONFIDENTIALITY. The Freelancer agrees to treat all materials and information shared by the Client as confidential unless written permission is granted for disclosure. Proprietary or confidential information shall include but is not limited to:

- Any written, printed graphic, or electronically recorded documents or materials provided by the Client for the Freelancer to use.
- Any information that the Client makes reasonable efforts to maintain the secrecy of, such as business or marketing plans or strategies, customer lists, know-how, trade secrets, inventions, design formulas, computer programs, and inventories, discoveries and improvements of any kind, and pricing information.

The Freelancer acknowledges that any breach of confidentiality obligations under this Contract will cause irreparable harm to the Client, for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in case of such breach of confidentiality. This equitable relief shall be in addition to the Client's rights and remedies otherwise provided by law.

- i. **Non-Disclosure Agreement:** Any formal NDA requirements will be documented separately and signed by both parties, if applicable.
- ii. **Right to Disclose:** Exceptions for disclosure include publicly available information or materials approved for portfolio use.

F. REVISIONS AND CHANGES. The Client must submit all requests for changes to the project scope in writing. Minor revisions within the agreed scope will be accommodated without additional charges, provided they do not cause project delays. Revisions falling within the maintenance and support scope provided by the Freelancer will be made free of charge.

Significant changes to the scope may result in adjustments to the project timeline and cost, which will be communicated and agreed upon prior to implementation.

G. MAINTENANCE AND SUPPORT. The Freelancer shall provide 2 months of free maintenance and support after the Completion Date, which includes fixing any bugs, errors, or defects on the Website.

After the free maintenance period, the Freelancer may offer additional maintenance and support services under a separate agreement and fee structure.

H. TERMS AND TERMINATION. This Agreement commences on [Start Date] and remains in effect until the project's completion unless terminated earlier by either party.

Either party may terminate the Agreement by providing written notice at least 7 business days in advance. The Client will be responsible for compensating the Freelancer for any work completed prior to the termination date.

I. LIABILITY AND INDEMNIFICATION. The Client agrees to indemnify and hold harmless the Freelancer from any and all claims, damages, or liabilities arising from the Client's use of the deliverables after ownership has been transferred. The Freelancer is not responsible for any issues arising from third-party misuse of the deliverables.

By signing below, both parties acknowledge and agree to the terms and conditions outlined in this Agreement. This Agreement represents the entire understanding between the parties and supersedes all prior negotiations or communications.

The Client

Date Signed

JOHN ALLEN TROY E. VALENA

Individual Contractor / Freelancer

Date Signed