

# FREELANCE-CLIENT TEST

January 14, 2025

## THIS AGREEMENT

is made and entered into as of January 14, 2025, by and between behrooz evans, with offices located at [Address pending] ("Service Provider"), and Client test, with offices located at [Address pending] ("Client").

### **\*\*Freelance Agreement\*\***

This Freelance Agreement ("Agreement") is entered into as of [Date] by and between [Your Name or Your Company's Name], with a principal place of business located at [Your Address] ("Contractor"), and [Client's Name or Client's Company's Name], with a principal place of business located at [Client's Address] ("Client"). The parties agree as follows:

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## **1. Scope of Services**

1.1 **\*\*Services\*\***: Contractor agrees to provide the Client with the following services ("Services"): [Detailed Description of Services].

1.2 **\*\*Deliverables\*\***: The Services will include delivery of the following specific deliverables: [List Deliverables].

1.3 **\*\*Changes\*\***: Any changes to the scope of the Services must be agreed upon in writing by both parties.

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## **2. Payment Terms and Schedule**

2.1 **\*\*Fees\*\***: Client agrees to pay Contractor a total fee of [Total Fee] for the Services rendered.

2.2 **\*\*Payment Schedule\*\***: Payments shall be made according to the following schedule:

- [Payment Amount] due upon signing of this Agreement.
- [Payment Amount] due upon completion of [Specific Milestone].
- Final payment due upon completion of all Services and acceptance of final Deliverables by the Client.

2.3 **\*\*Invoices\*\***: Contractor will invoice Client for services rendered. Each invoice is due and payable within [Number] days of receipt.

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## **3. Intellectual Property Rights**

3.1 **\*\*Ownership of Deliverables\*\***: Upon full payment, all intellectual property rights in the Deliverables, excluding any pre-existing intellectual property owned by either party, will be transferred to the Client.

3.2 **\*\*Rights to Use\*\***: Until full payment is received, Contractor grants Client a non-exclusive, non-transferable license to use the Deliverables for internal business purposes only.

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## **4. Independent Contractor Status**

4.1 **\*\*Relationship\*\***: Contractor is an independent contractor and not an employee, partner, or agent of Client. Contractor shall have no authority to bind Client in any manner.

4.2 **\*\*Benefits\*\***: Contractor is not entitled to any benefits that Client may offer its employees, including but not limited to health insurance, paid vacation, or retirement plans.

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## **5. Term and Termination**

5.1 **\*\*Term\*\***: This Agreement shall commence on the date first written above and shall continue until all Services are completed and accepted by Client.

5.2 **\*\*Termination\*\***: Either party may terminate this Agreement at any time by providing [Number] days written notice to the other party.

5.3 **\*\*Consequences of Termination\*\***: Upon termination, Client shall pay Contractor for all Services performed to the date of termination.

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## **6. Confidentiality**

6.1 **\*\*Confidential Information\*\***: Contractor agrees to keep all Client's confidential information in strict confidence and not to disclose such information to any third parties.

6.2 **\*\*Duration of Confidentiality\*\***: This obligation shall survive the termination of this Agreement and remain in effect indefinitely.

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## **7. Warranties and Indemnification**

7.1 **\*\*Warranties\*\***: Contractor warrants that all Services will be performed in a professional and workmanlike manner.

7.2 **\*\*Indemnification\*\***: Contractor agrees to indemnify and hold harmless Client from any claims, damages, or expenses resulting from Contractor's breach of this Agreement.

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## **8. General Provisions**

8.1 **\*\*Governing Law\*\***: This Agreement shall be governed by the laws of the state of [State].

8.2 **\*\*Dispute Resolution\*\***: Any disputes arising from this Agreement shall be resolved through final and binding arbitration in [Location].

8.3 **\*\*Entire Agreement\*\***: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter.

8.4 **\*\*Amendment\*\***: This Agreement may only be amended by a written document duly executed by both parties.

8.5 **\*\*Notices\*\***: Any notices required or permitted by this Agreement shall be in writing and

delivered by confirmed email or registered mail.

IN WITNESS WHEREOF, the parties have executed this Freelance Agreement as of the date first above written.

[Your Name/Signature]

[Title/Position, if applicable]

[Client's Name/Signature]

[Title/Position, if applicable]

**FOR AND ON BEHALF OF THE FIRST PARTY: FOR AND ON BEHALF OF THE SECOND PARTY:**

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Name:

Title:

Date:

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Name:

Title:

Date: