

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 [Insert Date] ("Effective 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 in a signed addendum to this Agreement.

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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 under this Agreement.

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 all 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 assigned to the Client.

3.2 ****Rights to Use****: Contractor retains the right to use completed Deliverables for promotional purposes and professional portfolio.

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4. Independent Contractor Status

4.1 ****Relationship****: Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee or agent of the Client.

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5. Term and Termination

5.1 ****Term****: This Agreement will commence on the Effective Date and continue until the Services are completed and accepted by the Client, unless terminated earlier as provided herein.

5.2 ****Termination****: Either party may terminate this Agreement upon [Number] days written notice if the other party breaches any of its material responsibilities or obligations under this Agreement and fails to cure such breach during such period.

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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 it to any third parties without the prior written consent of the Client.

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7. Warranties and Indemnification

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

7.2 ****Indemnification****: Contractor agrees to indemnify and hold harmless the Client from any damages, liabilities, claims, or expenses incurred by Client as a result of any breach of this Agreement or the negligence or willful misconduct of Contractor.

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8. General Provisions

8.1 ****Governing Law****: This Agreement shall be governed by and construed in accordance with the laws of the [State/Country].

8.2 ****Dispute Resolution****: Any disputes arising out of this Agreement shall be resolved through final and binding arbitration under the rules of [Arbitration Association].

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 the subject matter of this Agreement.

8.4 ****Amendments****: No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.

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

delivered by confirmed email, or mailed by first-class, registered or certified mail, postage prepaid, addressed to the parties at the above addresses or at such other addresses as may be specified by the parties in writing.

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

[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:

Name:

Title:

Date:

Name:

Title:

Date: