

# FREELANCE-CLIENT TEST

January 14, 2025

## THIS AGREEMENT

is made and entered into on the date specified above by and between:

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

This Freelance Agreement ("Agreement") is entered into as of [Insert Date] ("Effective Date"), by and between [Client's Full Name or Company Name], with a principal place of business at [Client's Address] ("Client"), and [Freelancer's Full Name], with a principal place of business at [Freelancer's Address] ("Contractor").

**\*\***

### **1. Scope of Services\*\***

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

1.2 The Services will be completed according to the schedule set forth in Exhibit A, which may be amended in writing by mutual agreement of the parties.

1.3 The Contractor will perform the Services with professional diligence and skill and in accordance with all applicable laws and regulations.

**\*\***

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

2.1 In consideration for the provision of Services, the Client agrees to pay the Contractor a total fee of [Total Fee Amount] payable as follows: [Detailed Payment Schedule].

2.2 Payments will be made within [Number] days of the Client receiving an invoice from the Contractor.

2.3 Any late payments shall attract an interest rate of [Specify Rate]% per month on the outstanding balance.

\*\*

## **3. Intellectual Property Rights\*\***

3.1 All work products developed by the Contractor under this Agreement, including but not limited to documents, drawings, models, and software, shall be the exclusive property of the Client upon payment for the Services.

3.2 The Contractor grants the Client a non-exclusive, worldwide, perpetual license to use any pre-existing intellectual property that the Contractor incorporates into the work product.

\*\*

## **4. Independent Contractor Status\*\***

4.1 The Contractor is engaged as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the Client and the Contractor.

4.2 The Contractor is not authorized to enter into contracts, make promises, or act on behalf of the Client.

\*\*

## **5. Term and Termination\*\***

5.1 This Agreement shall commence on the Effective Date and continue until [End Date or Condition], unless terminated earlier according to the provisions of this section.

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

5.3 Upon termination, the Client shall pay the Contractor for all Services performed up to the date of termination.

\*\*

## **6. Confidentiality\*\***

6.1 The Contractor agrees to keep the Client's confidential information in strict confidence and not to disclose it to any third parties without the prior written consent of the Client.

6.2 This obligation of confidentiality will survive the termination of this Agreement and continue indefinitely.

\*\*

## **7. Warranties and Indemnification\*\***

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

7.2 The Contractor agrees to indemnify and hold the Client harmless from any claims, damages, or expenses arising from the Contractor's breach of this Agreement or negligence.

\*\*

## 8. General Provisions\*\*

8.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

8.2 This Agreement may be amended only by a written agreement signed by both parties.

8.3 Any notices required or permitted by this Agreement shall be in writing and delivered by certified mail or personal delivery.

8.4 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

8.5 This Agreement shall be governed by the laws of the state of [State Name], without regard to its conflict of laws principles.

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

[Client's Signature] \_\_\_\_\_ Date: \_\_\_\_\_

[Freelancer's Signature] \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Exhibit A: Schedule of Services\*\*

[Detailed Schedule and Milestones]

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

---

Name:

Title:

Date:

---

Name:

Title:

Date: