This Freelance Contract (this “Contract” or this “Freelance Contract”), is entered into and made effective as of **date** (the “Effective Date”), by and between:

**Client Name**, with an office located in **location** (“Client”), and

**[change to your name]Jyssica Schwartz,** the contractor (“Freelancer”).

WHEREAS:

1. Client has a need for services; and
2. Freelancer has an interest in performing such services for Client; and
3. The parties wish to set forth the terms and conditions upon which such services will be provided to Client.

Both parties agree as follows:

**Description of the Services**

Freelancer will [services]

**Deliverables**

[what you will receive]

**Project Schedule**

[anticipated schedule]

**Pricing/Rates**

[prices discussed]

**Payment Terms/Schedule**

25% up front, the rest upon completion of project.

Payable by Check, Direct Transfer, Venmo, or PayPal.

Either party has the right to terminate this agreement at any point.

1. Upon termination of any project or work given by Freelancer, Freelancer will immediately provide Client with any and all work in progress or completed prior to the termination date.
2. Client’s sole obligation to Freelancer resulting from termination is that Client will pay Freelancer an equitable amount as determined by Client for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted prior to the date of termination.
3. Upon termination or expiration of this Contract or a project performed by Freelancer, whichever occurs first, Freelancer shall promptly return to Client all materials and/or tools provided by Client under this Contract and all Confidential Information provided by Client to Freelancer.
4. 25% fee non-refundable.

**Terms and Conditions**

This Freelance Contract is governed by the terms and conditions detailed below the signature lines.

The undersigned agree to and accept the terms of this agreement as of the effective date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client, Client Company Date

**Freelance Contract Terms and Conditions**

**I. Intellectual Property Rights**

1. *Ownership of Deliverables.* Subject to Freelancer and third party rights in Pre‐Existing Intellectual Property, all Deliverables, whether complete or in progress, and all Intellectual Property Rights related thereto shall belong to Customer, and Freelancer hereby assigns such rights to Customer. Freelancer agrees that Customer will own all patents, inventor’s certificates, utility models or other rights, copyrights or trade secrets covering the Deliverables and will have full rights to use the Deliverables without claim on the part of Freelancer for additional compensation and without challenge, opposition or interference by Freelancer and Freelancer will, and will cause each of its Personnel to, waive their respective moral rights therein. Freelancer will sign any necessary documents and will otherwise assist Customer in securing, maintaining and defending copyrights or other rights to protect the Deliverables in any country.
2. *No Rights to Customer Intellectual Property.* Except for the limited license to use materials provided by Customer as may be necessary in order for Freelancer to perform Services under this Contract, Freelancer is granted no right, title, or interest in any Customer Intellectual Property.

### **II. Confidentiality**

1. *Confidential Information.* For purposes of this Contract, "Confidential Information" shall mean information or material proprietary to a Party or designated as confidential by such Party (the “Disclosing Party”), as well as information about which a Party (the “Receiving Party”) obtains knowledge or access, through or as a result of this Contract (including information conceived, originated, discovered or developed in whole or in part by Freelancer hereunder). Confidential Information does not include: a) information that is or becomes publicly known without restriction and without breach of this Contract or that is generally employed by the trade at or after the time the Receiving Party first learns of such information; b) generic information or knowledge which the Receiving Party would have learned in the course of similar employment or work elsewhere in the trade; c) information the Receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; d) information the Receiving Party rightfully knew prior to receiving such information from the Disclosing Party to the extent such knowledge was not subject to restrictions on further disclosure; or (e) information the Receiving Party develops independently of any information originating from the Disclosing Party.
2. *Customer Confidential Information.* The following constitute Confidential Information of Customer and should not be disclosed to third parties: the Deliverables, discoveries, ideas, concepts, software in various stages of development, designs, drawings, specifications, techniques, models, data, source code, source files and documentation, object code, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information, this Contract and the existence of this Contract, and any work assignments authorized or issued under this Contract. Freelancer will not use Customer’s name, likeness, or logo (Customer’s “Identity”), without Customer’s prior written consent, to include use or reference to Customer’s Identity, directly or indirectly, in conjunction with any other clients or potential clients, any client lists, advertisements, news releases or releases to any professional or trade publications.
3. *Non-Disclosure.* The Parties hereby agree that during the term hereof and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialize or disclose Confidential Information to any person or entity. Upon termination, or at any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all notes, data, reference materials, sketches, drawings, memorandums, documentation, and records which in any way incorporate Confidential Information.
4. *Right to Disclose.* With respect to any information, knowledge, or data disclosed to Customer by the Freelancer, the Freelancer warrants that the Freelancer has full and unrestricted right to disclose the same without incurring legal liability to others, and that Customer shall have full and unrestricted right to use and publish the same as it may see fit. Any restrictions on Customer’s use of any information, knowledge, or data disclosed by Freelancer must be made known to Customer as soon as practicable and in any event, agreed upon before the start of any work.

### **III. Termination**

*Rights to Terminate.*

a. Customer may terminate this Contract and/or an individual project for its convenience, without liability at any time, upon prior written notice to Freelancer.

b. Freelancer may terminate this Contract upon thirty days prior written notice provided there are no open projects at the time notice is given.

c. Customer may terminate this Contract and/or any open projects immediately for cause if the Freelancer fails to perform any of its obligations under this Contract or if Freelancer breaches any of the warranties provided herein and fails to correct such failure or breach to Customer’s reasonable satisfaction within ten (10) calendar days (unless extended by Customer) following notice by Customer. Customer shall be entitled to seek and obtain all remedies available to it in law or in equity.

1. Upon termination of any project or work given Freelancer hereunder, Freelancer will immediately provide Customer with any and all work in progress or completed prior to the termination date. As Customer’s sole obligation to Freelancer resulting from such termination, Customer will pay Freelancer an equitable amount as determined by Customer for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted prior to the date of termination
2. Upon termination or expiration of this Contract or a project performed by Freelancer hereunder, whichever occurs first, Freelancer shall promptly return to Customer all materials and or tools provided by Customer under this Contract and all Confidential Information provided by Customer to Freelancer.
3. Any provision or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Contract.

### **IV. Limitation of Liability**

1. Except as set forth in the section below, in no event will either party be liable for any special, indirect, incidental, or consequential damages nor loss of data, profits or revenue, cost of capital, or downtime costs, nor for any exemplary or punitive damages, arising from any claim or action, incidental or collateral to, or directly or indirectly related to or in any way connected with, the subject matter of the agreement, whether such damages are based on contract, tort, statute, implied duties or obligations, or other legal theory, even if advised of the possibility of such damages.
2. Notwithstanding the foregoing, any purported limitation or waiver of liability shall not apply to Contractor’s obligation under the indemnification of confidential information sections of this agreement of either party’s liability to the other for personal injury, death, or physical damage to property claims.

### **V. Miscellaneous**

1. *Assignment.* Freelancer shall not assign any rights of this Contract or any other written instrument related to Services and/or Deliverables provided under this Contract, and no assignment shall be binding without the prior written consent of Customer. Subject to the foregoing, this Contract will be binding upon the Parties’ heirs, executors, successors and assigns.
2. *Governing Law.* The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Contract. The foregoing requirement will not preclude either Party from seeking injunctive relief as it deems necessary to protect its own interests. This Contract will be construed and enforced in accordance with the laws of the State of [STATE], excluding its choice of law rules.
3. *Severability.* The Parties recognize the uncertainty of the law with respect to certain provisions of this Contract and expressly stipulate that this Contract will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Contract are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Contract or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Contract will be unaffected.
4. *Independent Contractor.* Nothing contained in this Contract shall create an employer and employee relationship, a master and servant relationship, or a principal and agent relationship between Freelancer and Customer. Customer and Freelancer agree that Freelancer is, and at all times during this Contract shall remain, an independent contractor.
5. *Force Majeure.* Neither Party shall be liable for any failure to perform under this Contract when such failure is due to causes beyond that Party’s reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay, the date of delivery or time for completion will be extended by a period of time reasonably necessary by both Freelancer and Customer. If the delay remains in effect for a period in excess of thirty days, Customer may terminate this Contract immediately upon written notice to Freelancer.
6. *Entire Contract.* This document and all attached or incorporated documents contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.