

FREELANCE WORK AGREEMENT

The following is a Freelance Work Agreement ("Agreement") between the Freelance Worker and Hiring Party named below.

1) PARTIES

Freelance Worker information:

Both parties should include the information applicable to them.

Having a specific Contact Person can help both parties. A specific Contact Person can make sure work is completed and that payment is made.

Name:	
Name of Business:	
Contact Person:	
Address:	
Phone:	
Email:	

Hiring Party information:

Name:	
Name of Business:	
Contact Person:	
Address:	
Phone:	
Email:	

Hiring Party will be available and respond to Freelance Worker in a reasonable manner and within 3 days of contact.

I have reviewed this page:

Freelance Worker initials _____ Hiring Party initials _____

2) SCOPE OF WORK

Be clear about the work to be done; for example, writing an article, selling the right to a photo, developing a program, or working for a certain number of hours. Be sure to include preparatory work and revisions. By being specific, Freelance Workers and Hiring Parties will know what work is owed for the amount being paid.

Freelance Worker will provide the following services to Hiring Party in exchange for payment:

Services to be provided by Freelance Worker (include any costs or expenses to be reimbursed)	Rate or amount of payment

3) PAYMENT

Total amount (\$) to be paid to Freelance Worker for work under the contract: _____

Method of payment (check one): ☐ CASH ☐ CHECK ☐ OTHER: _____

Date or timing of payment: _____

*How much \$
per
• Hour
• Part
• Draft
or
• Piece*

Note: If no date or mechanism for determining the payment date is provided, payment is due within 30 days of the work being completed.

***Terms 1-3 MUST be included in contracts under the Law.** The remaining terms may help preserve the parties' rights and avoid disputes, but you should not include any terms that you do not understand in a contract. You should still sign the Agreement even though you may agree to terms in multiple documents (for example, emails, text messages, etc.). Make sure that both sides are clear about the Agreement.*

PAGE 3 ARE OTHER POSSIBLE TERMS FOR CONSIDERATION.

Note: The OPTIONAL terms are not required by the Freelance Isn't Free Act. Whether you include any of these or other terms may depend on the specific work situation. Only include terms that you understand in a contract.

I have reviewed this page:

Freelance Worker initials _____ Hiring Party initials _____

Determine if you want this term and what the late fee should be. Generally, late fees can help encourage payment, but if a late fee is too high, it may not be valid. Including a late fee is separate from and does not affect any rights or remedies under the Freelance Isn't Free Act.

OPTIONAL: LATE PAYMENT

If Hiring Party fails to submit payment on time, Freelance Worker may impose a late fee in the amount of _____% of the total amount unpaid every month.

OPTIONAL: DURATION, MODIFICATION, OR TERMINATION OF AGREEMENT

This Agreement begins on the date it is signed by both parties. If both parties agree to extend, modify, or terminate this Agreement, they may do so, but only with a written agreement signed by both parties. Upon termination, Hiring Party will pay Freelance Worker for all work completed at that time, and for any unpaid reimbursable expenses.

Arbitration clauses requiring parties to bring a case in a private venue, such as arbitration or mediation, may be inconvenient and expensive for Freelance Workers.

OPTIONAL: CHOICE OF LAW

This Agreement and any disputes arising under it shall be governed by New York State law.

OPTIONAL: OWNERSHIP

Freelance Worker agrees to transfer **[CHOOSE ONE]** ☐ **OWNERSHIP** ☐ **COPYRIGHT** ☐ **LICENSE** of _____ to Hiring Party upon final payment. By making this transfer, Freelance Worker gives Hiring Party permission to use the final product for the following purposes:

This term is generally for contracts for artistic or creative content for publication, but can be considered when a Freelance Worker turns over a final product that can be copied.

OPTIONAL: LIMITATIONS ON LIABILITY

Either party's liability at common law under this Agreement is limited to the value of the contract.

Hiring Party will not hold Freelance Worker in breach for failure to complete work according to deadlines due to Freelance Worker's need for care or rest for mental or physical illness, injury, or health condition, or that of a Freelance Worker's family member. If the opportunity to complete work was limited to a specific time or place, Hiring Party's damages shall be limited to withholding Freelance Worker's payment for services under this Agreement.

OPTIONAL: CONFIDENTIAL INFORMATION

Both parties shall maintain as confidential any information that the parties designate as Confidential Information in their communications to each other. Both parties will limit their use of Confidential Information to fulfilling their obligations under the Agreement.

OPTIONAL: GENERAL

This Agreement, including any attachments, represents the entire agreement between Hiring Party and Freelance Worker. Both parties' performance is limited to only those items that are listed in the Agreement.

Permissible recovery: Only the amount due under and specified in the contract.

Hiring Party Signature:

Print Name

Date

Freelance Worker Signature:

Print Name

Date

Neither party can be asked to pay for unforeseen damages.

This applies to common law claims and does not affect claims under the Freelance Isn't Free Act.

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Freelance Worker initials _____ Hiring Party initials _____