

FREELANCE CONTRACT

PARTIES

The Client and the Contractor, defined in the table below, and sometimes referred to in this document as “Parties”, intend to enter into this legally binding Freelance Contract, hereafter sometimes referred to as “Agreement”, on this _____ day of _____, 20 ____, sometimes referred to in this document as “Effective Date.”

Client		Contractor	
<i>Name</i>		<i>Name</i>	
<i>Address</i>		<i>Address</i>	
<i>Phone Number</i>		<i>Phone Number</i>	
<i>Mobile Number</i>		<i>Mobile Number</i>	
<i>Contact Person</i>		<i>Contact Person</i>	
<i>Email Address</i>		<i>Email Address</i>	

Table 1. Parties

ENTIRE AGREEMENT

This Agreement is the entire Agreement as of the Effective Date, between Parties, and supersedes and replaces any prior agreements, representations, and or warranties, express or implied, written, or oral, and such other agreements are voided, with the exception of the attached addendums listed below:

TERM

The Contract will be effective starting on this “Effective Date” of the _____th/_{rd} of _____, 20 ____, and continue its effect until the “Expiration Date” of the _____th/_{rd} of _____, 20 ____, or if stricken out, the effect will remain in perpetuity, until nullified by a separate binding act of nullification.

WORK TO BE PERFORMED

The Contractor agrees to perform the scope of work for the Client, defined within the project titled herein, with consideration for such work defined below, “Consideration,” and milestones and deadlines for the start of work term _____ [date] and end of work term _____ [date]

Contractor agrees to cause or perform the following acts of work, in exchange for Consideration given by the Client, subject to each act and considerations’ respective terms and conditions, which are described within this Article, and are sometimes referred to in this Agreement as “Project.”

The project description is as follows:

The following tasks, milestones, and schedule are included within the duties of the contractor. Without which, the Considerations may not be issued, in whole or in part, by the Client to Contractor.

Task	Completion Criteria	Start Date - End Date

CONSIDERATION

In exchange for the completion of tasks defined herein “Contractor’s Duties,” the following considerations are offered by the Client to Contractor. Each Consideration may be contingent upon reaching a particular milestone as defined below, and one option may be selected only with a check mark to be valid.

ITEMIZED FEE: If elected, Client agrees to pay itemized fee as a retainer applied to acts performed by Contractor as follows:

Item	Consideration	Contingent upon Milestone (if any)

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OR,

FLAT FEE. If elected, Client agrees to pay a flat fee of _____, as a retainer applied to the acts performed by Contractor;

OR,

HYBRID FEE. If elected, Client agrees to pay a hybrid fee, including a flat fee of _____, and itemized additional considerations as follows:

<i>Item</i>	<i>Consideration</i>	<i>Contingent upon Milestone (if any)</i>

FORMULA FEE. The Fee is calculated using the following formula:

with the total amount: _____.

QUALIFICATIONS

The list of KPIs, certifications, standards, or other success criteria that are applied to the Services, which are used to factor into the Formula Fee, or de fine services as complete or incomplete are:

COSTS

COSTS EXCLUDED FROM FEE. Additional costs, including but not limited to: Shipping and postage, copy and shredding, transcription, notary services, translation services, filing fees, travel expenses, phone bills, courier fees, database access fees, software license fees, or other “out-of-pocket” expenses will be billed to the Client separately. Client Agrees to pay these fees subject to the following terms:

_____.

COSTS INCLUDED IN FEE. All Out-of-Pocket expenses not listed in the Fee Formula, but required to accomplish the Services, will not be charged to the Client, and Contractor agrees to pay any reasonable expenses, subject to the following terms:

_____.

INTELLECTUAL PROPERTY

IP and “Confidential Information” means the information which is shared from the Client to the Contractor, which may have commercial value, and is either (a) technical details including patents, copyrights, trade secrets, processes, instructions, software programs, algorithms, designs, or similar information, and related to the current, future, or proposed products or services of the Client; or (b) non-technical information relating to products, for example:

- (i) Pricing, profit margins, marketing plans or strategies;
- (ii) Financial details of the Client, its affiliates or partners;
- (iii) Supplier lists, vendors, client lists, data, sales, or marketing plans;
- (iv) Future business plans or project lists, and internal communications;

Or, any other information which has been marked “Confidential” or “Proprietary,” such as with a watermark, title, folder designation, or footnote/footer.

CONFIDENTIALITY

If a check is marked in the box the left of the word “Confidentiality”, then Parties elect that this Agreement, its terms, existence, parties, and all provisions and communications regarding this Agreement are deemed confidential

and protected from disclosure. Parties agree not to speak of, make copies of, share, or otherwise distribute any information regarding, including but not limited to confirming the existence of this agreement.

The Client will not at any time disclose information which is proprietary or confidential, belonging to the Contractor. The Client will use reasonable discretion and make a good faith attempt to protect any confidential information owned by the Contractor from accidental disclosure. Upon written request from the Contractor, the Client will provide all records, notes, or other documentation which reasonably may contain said confidential information belonging to the Contractor.

TERMINATION

WITHOUT CAUSE. Client may terminate this agreement without cause, if the notice for said termination is delivered to Contractor _____ days before Termination.

WITH CAUSE. Client may terminate this agreement with cause, if the notice for said termination is delivered to Contractor _____ days before Termination.

Damages: liquid damages that constitute a breach.

NOTICE COMMUNICATION PROCEDURE. Notices Shall be deemed delivered if sent in writing to the Address listed in “Parties,” and shall be sent as soon as possible within reason. Parties accept notices in paper form or by email to the address listed in Article 1. The delivery date shall be the date sent, defined by SMTP server receipt timestamp in the case of email, or by postmark.

CHANGE OF MATERIALS. Contractor will notify Client within ____ Business days of any change bill of material estimates, third-party costs and incidental costs. Approval of changes shall be made in writing and signed by both parties as an addendum to this Contract.

QUALIFICATIONS. Contractor will notify Client as soon as possible once Contractor becomes reasonably notified or otherwise aware that qualifications presented will lapse during the Term of this Agreement.

NONWAIVER

Failure of Parties to insist upon strict performance of the terms, covenants, and conditions herein contained, or to exercise rights implied or expressed within this Agreement shall not be deemed a waiver of any Parties’ rights or remedies herein, or any prior or subsequent rights or remedies.

SEVERABILITY

Any provisions of this Agreement that are found invalid, void, or unenforceable by a court of law in the Governing Jurisdiction shall not preclude other provisions from remaining in-force.

Any alterations or improvements must be made in compliance with the laws of the Governing Jurisdiction, and any alterations or improvements which fail to comply with the laws of the Governing Jurisdiction shall not change the enforceability of the remainder of provisions of this Agreement.

Parties agree that, in the course of settling any disputes arising from any provision within this Contract, if the contract shall be read by entities within a court of law, that, if any part of this Contract is deemed unenforceable by law, then Parties intend to reduce the Contract by the minimum amount necessary to make the remainder of the Contract’s parts enforceable.

SURVIVABILITY

Clauses relating to confidentiality and non-disclosure shall survive the termination of this Agreement.

The receiving party is not responsible for the preservation of Confidentiality for IP which is disqualified from the status of Confidentiality. For example, IP is NOT qualified to be considered Confidential if the IP is:

1. publicly known at the time of disclosure or becomes publicly known without cause or fault due to the Receiving Party;
2. discovered by the Receiving Party before disclosure by the Disclosing Party;
3. converted to Non-Confidential status upon written approval by the Disclosing Party.

SUBCONTRACTING

If elected, Parties agree that Contractor may assign and/or subcontract work and acts defined in Project Articles within this Contract, including:

And excluding:

And if **NOT ELECTED**, Contractor may not assign and/or subcontract any work and acts defined in Project Articles within this Contract.

ASSIGNMENT

This Contract cannot be re-assigned without consent from all Parties. In the event of the dissolution or cessation of any entity's existence which was a Party to this Contract, the remaining party(ies) may terminate the contract and seek compensation or damages from the previous owners, parent organizations, investors, or other persons or Parties which have previously held ownership or control of the dissolved or ceased entity or its parents.

WARRANTIES

As-Is. The goods are not subject to any warranty, standard, or certification of any kind by the Company, except those warranties, standards, or certifications which are granted by Governing Law of this Contract.

Warranty Provided. Company Warrants that Goods conform to the following Standards, Certificates, and additional Provisions and Terms: _____

NO GUARANTEE

Parties acknowledge that the Contractor does not guarantee success or completion of the Project, or favorable result of key performance indicators, and Contractor will only make a reasonable good faith attempt to cause said success factors to be favorable.

PRIVACY POLICY

The privacy policy of the Contractor is stated here for duplicate measure:

DISPUTE RESOLUTION

The venue for any disputes relating to or arising from the contract will be in the local jurisdiction where the Work is created. When a legal action arises from the agreement, the prevailing party shall be awarded reasonable attorney fees and court costs from the non-prevailing party.

If a dispute arises from this agreement and parties are unable to resolve their dispute, then both parties hereby agree to seek mediation prior to filing a lawsuit. Mediator(s) should be a neutral third party which is mutually agreed upon and chosen between both parties.

If either party initiates a lawsuit without attending mediation, then that party shall not be entitled to recovering attorney fees and court costs even when otherwise entitled parties agreed to seek first mediation as a solution for any disputes.

If both parties attend mediation and are unsuccessful in reaching a mutually agreeable resolution, then both parties agree to attend legally binding arbitration. In this case, the arbitrator shall be mutually agreed upon by both parties and be experienced in residential real estate law and shall include a written record of the arbitration hearing. By initialing the spaces provided in both parties agree to attend arbitration if mediation is not successful. If both parties elect this arbitration clause and one party initiates a lawsuit without attending arbitration, then that party shall not be entitled to recovering attorney's fees and court costs even when otherwise entitled.

INITIALS _____ [Client] _____ [Contractor]

REMEDIES

When Conditions of Default are met, the Contractor may conduct any of the following remedies:

- 1.) Termination of the Agreement upon any notice required, and the Term will immediately become forfeited and void.
- 2.) The Contractor has the option to perform any obligation of this Agreement or Parent Agreements, on behalf of the Client, and seek redress from the Client.
- 3.) The Contractor may perform or cause to be performed collection, including hiring of collection agencies, and seek collections from the Client.

The existence of any remedy listed above does not preclude the Contractor from exercising any other remedy or specific right whether allowed by law, or provided by equity, or expressly provided for in parent Agreements.

COVENANT OF NON-COMPETITION.

For a period, lasting ____ years from the Effective Date of this Agreement, the Contractor will not directly or indirectly engage in any business which competes with the Client, and [] If elected, the Client will not directly or indirectly engage in any business which competes with the Contractor. This covenant applies to a geographical area of _____, and a market including transactions which may occur _____.

Parties acknowledge that it is a material breach of this Agreement to (a) Be employed or otherwise interested in, either direct or indirect, to a business similar to that conducted by the **Company**, and (b) to Compete with the **Company**.

Trade Secrets are assets of the **Company**. Unless written consent of All Shareholders is obtained for the disclosure of such secrets, the disclosure of these Trade Secrets is a material breach of this Agreement. Trade secrets include but are not limited to: Technical specifications, contacts of Clients and clients, internal Corporation matters, and proprietary processes, research, communications, or intellectual property. The general prohibition of disclosure of such Trade Secrets is perpetual in term.

COVENANT OF NON-SOLICITATION

For a period lasting ____ years from the Effective Date of this Agreement, the Client will not indirectly or directly solicit any business to Clients with the same or similar products or services which are currently provided, or which are provided by during the effective period, by the Contractor.

FORCE MAJEURE

Parties will NOT be deemed in breach, or to have liability, or need to perform services, if the reason of the breach, liability, or failure to perform services, is due in whole or part to: acts of God, worker strike, supplier delay or lack of availability, regulation or regulation changes, war, epidemic, weather, unavoidable accidents or any other cause outside of the control of the Contractor or Client.

PRO RATA REBATE

[] **Pro Rata Rebate.** Any services not used, such as flat fee amounts for a fixed time period, where the termination occurs before the end of the fixed period, shall be refunded subject to the following terms and conditions: _____

[] **No Rebate.** Services not used or flat rates which apply to a fixed time period, where termination occurs before the end of the fixed period, will not incur a rebate. Fees are final and will not be adjusted, regardless of use of service.

CLIENT

The Client Agrees to Perform the Following Acts, subject to the following terms and conditions:

INDEMNIFICATION

Client agrees to indemnify, hold harmless and inure Contractor for any damages incurred as a result of the performance of services incidental to or directly resulting from execution of terms of this Agreement. Client agrees not to seek damages or to initiate any lawsuit against Contractor, or its affiliates, relating to any terms and conditions of this contract.

GOVERNING LAW

This Agreement shall be executed and subject to the regulations and jurisdiction of the _____ . No provision of this Agreement shall be made enforceable if they cause an illegal action under the Governing Law, and Parties agree, if any provision within this Agreement is found to be unenforceable, to reduce this Agreement in the minimum amount within reason in order for the remainder of this Agreement to be enforceable.

OFFER

This Agreement is signed and executed, on the execution date of _____ to be made effective on the effective date of _____, by the Contractor, with intent to enter into a binding duly signed Agreement with the Client, including all terms and provisions as written in this Agreement, with the Expiration Date of offer set to _____. Offer Void if Expiration not filled. This offer is set to expire on the Expiration Date. After which time, if Acceptance is not received (minimum postmarked), this Agreement and all provisions within is automatically nullified.

Signature of Contractor

Printed Name

Date

ACCEPTANCE

Client has read and understood all terms, provisions, annexes and attached material to this Agreement, and intends to enter into and execute duly this legally binding Agreement, on the Acceptance date of _____, which is before the Expiration Date of the Offer defined by the Contractor, to be made effective on the Effective Date of _____.

AS-IS. Client Accepts Offer without any Changes.

COUNTER-OFFER Client Accepts Offer, with the following all-inclusive list of changes:

_____.

Signature of Client

Printed Name

Date
