

Freelance Contract Template

Free template. Adapt for your jurisdiction. Not legal advice.

PARTIES

BETWEEN:	
FREELANCER:	
CLIENT:	
DATE:	

01. Parties and contact information

Spell out exactly who is hiring whom, and how you reach each other when something breaks.

This clause identifies the legal entities and gives you clean contact details for notices and invoices.

1. Parties

This Freelance Services Agreement ("Agreement") is between:

(a) Client:

, a

with its principal place of business at

("Client"); and

(b) Contractor:

, a self employed independent contractor with a mailing address of

("Contractor").

The parties may be contacted at the email addresses and phone numbers set out in Schedule A (Contact Details). Either party may update its contact details by written notice to the other.

02. Scope of work

Your scope of work clause is the guardrail that stops every "quick favor" from becoming a free mini project.

You can keep the body of the contract clean and push the detailed scope into an attached Statement of Work.

2. Scope of Work

2.1 Contractor will provide the services and deliverables described in the applicable Statement of Work ("SOW"). Each SOW will be signed by both parties and will form part of this Agreement.

2.2 Only the services and deliverables expressly described in an SOW are included in the scope of work. Any additional work requested by Client, including but not limited to additional deliverables, formats, or consultation, will be treated as out of scope and will be subject to a separate written estimate and approval.

03. Payment terms

The payment terms clause is where you stop acting like a bank and start acting like a business.

Structure it so you are not out of pocket for long stretches of time.

3. Fees and Payment

3.1 Fees. Client will pay Contractor the fees set out in the applicable SOW (the "Fees"). Unless stated otherwise, all Fees are quoted in and are exclusive of applicable taxes.

3.2 Deposit. For project based work, a non refundable deposit of percent (typically 50 percent) of the total project Fee is due upon signing the SOW. Contractor is not required to begin work until the deposit has been received.

3.3 Invoicing. Contractor will issue invoices for the remaining Fees upon completion of the milestones specified in the SOW, or, if no milestones are specified, upon delivery of the final deliverables.

3.4 Payment Terms. Client will pay each undisputed invoice within days of the invoice date ("Net "). Late payments may incur interest at per month or the maximum rate permitted by law, whichever is lower.

3.5 Expenses. Pre approved out of pocket expenses will be invoiced at cost and are payable under the same terms as Fees.

04. Revision policy

Without a revision clause, you are accidentally offering unlimited changes for a fixed fee.

This clause ties revisions back to a specific number of rounds and defines what counts as a revision versus new scope.

4. Revisions

4.1 Included Revisions. Unless stated otherwise in the SOW, the Fees include up to rounds of reasonable revisions to each deliverable, based on consolidated feedback from Client.

4.2 Additional Revisions. Revisions beyond the included number of rounds, or changes that differ materially from the approved brief or previous feedback, will be treated as out of scope and billed at Contractor's standard hourly or day rate.

4.3 Feedback Timelines. Client will provide feedback within business days of receiving each draft. Delays in feedback may impact the project schedule.

05. Timeline and milestones

Clients respect timelines more when the contract makes it clear that delays on their side push dates on your side.

Use this clause to lock in how milestones are set, what affects them, and what counts as acceptance.

5. Timeline and Milestones

5.1 Project Schedule. The parties will agree a target timeline and key milestones in each SOW. Contractor will use reasonable efforts to meet the agreed dates.

5.2 Dependencies. Client understands that timelines depend on timely access to information, materials, stakeholders, and feedback. If Client causes delays, Contractor may adjust the timeline accordingly.

5.3 Acceptance. A deliverable will be deemed accepted when (a) Client confirms acceptance in writing, or (b) business days pass after delivery with no written request for revisions.

06. IP and ownership transfer

This is the clause that decides who owns the work product and when that ownership changes hands. Get it wrong and you lose your best protection.

You can be generous about final ownership while still protecting your tools and making payment a condition for transfer.

6. Intellectual Property

6.1 Background IP. Each party retains all right, title, and interest in and to any intellectual property it owned or developed before the Effective Date of this Agreement, or that it develops independently of this Agreement ("Background IP").

6.2 Project IP. Subject to full payment of all Fees due under the applicable SOW, Contractor assigns to Client all rights in the final deliverables specifically identified as "final" in the SOW ("Project IP"), excluding Contractor's Background IP.

6.3 License to Background IP. To the extent Contractor's Background IP is incorporated into the Project IP, Contractor grants Client a worldwide, non exclusive, royalty free license to use that Background IP solely as part of the Project IP.

6.4 Portfolio Use. Contractor may display the Project IP, including Client's name and logo, in Contractor's portfolio and marketing materials, unless Client requests otherwise in writing.

07. Kill fee

The kill fee clause is how you get paid when the project dies for reasons outside your control.

It should be simple, numeric, and non negotiable once the project starts.

7. Cancellation and Kill Fee

7.1 Client Cancellation. Client may terminate an SOW for convenience on written notice. If Client cancels a project after work has begun, Client will pay:

(a) all Fees for work completed up to the date of cancellation, plus

(b) a kill fee equal to percent of the remaining Fees under that SOW (typically 25 to 50 percent), to compensate Contractor for reserved time and lost opportunities.

7.2 Contractor Cancellation. Contractor may terminate an SOW if Client materially breaches this Agreement (including non payment) and does not cure the breach within days of written notice. In that case, Client will pay all Fees for work completed up to the termination date.

08. Confidentiality and non disclosure

Even small projects can expose sensitive information: roadmaps, pricing, internal politics. Protect both sides.

You do not need a sixteen page NDA. A clean, mutual confidentiality clause usually does the job.

8. Confidentiality

8.1 Definition. "Confidential Information" means any non public information disclosed by one party to the other, directly or indirectly, that is marked or reasonably understood to be confidential, including business plans, customer data, pricing, and technical information.

8.2 Obligations. Each party will (a) use the other party's Confidential Information only to perform its obligations under this Agreement, and (b) not disclose it to any third party except to its employees and subcontractors who need to know it and are bound by similar obligations.

8.3 Exceptions. Confidential Information does not include information that is or becomes public through no fault of the receiving party, was already known to the receiving party, is independently developed, or is received from a third party without duty of confidentiality.

8.4 Required Disclosure. A party may disclose Confidential Information if required by law or court order, but will, where lawful, give the other party prompt notice.

09. Limitation of liability

This clause prevents a minor project from turning into a massive legal claim if something goes wrong.

As a freelancer, you cannot afford unlimited liability for a fixed fee.

9. Limitation of Liability

9.1 To the maximum extent permitted by law, neither party will be liable for any loss of profits, revenue, or indirect or consequential damages arising out of or in connection with this Agreement.

9.2 Except for Client's obligation to pay Fees, each party's total aggregate liability under this Agreement is limited to the total Fees paid or payable by Client to Contractor under the applicable SOW in the twelve months before the event giving rise to the claim.

10. Term and termination

Contracts end one of two ways, quietly on schedule or noisily when one side stops holding up their end. Design for both.

This clause sets the default length of the agreement and how either party can get out.

10. Term and Termination

10.1 Term. This Agreement starts on the Effective Date and continues until terminated by either party in accordance with this section.

10.2 Termination for Convenience. Either party may terminate this Agreement for any reason on days' written notice. Any SOW in effect will continue to be governed by this Agreement until completed or terminated.

10.3 Termination for Cause. Either party may terminate this Agreement or an SOW immediately if the other party materially breaches it and does not cure the breach within days of receiving written notice.

10.4 Effect of Termination. Upon termination, Client will pay Contractor for all work performed up to the termination date, plus any applicable kill fee under clause 7.

SIGNATURES

FREELANCER	CLIENT
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE: