



Sample Clause Starters



Clear, professional language you can adapt for your own contracts.

CHANGE ORDERS:

Any change to scope, schedule, or fees must be agreed in writing (email is fine) before work begins.

IP (SERVICES):

You own the final deliverables upon full payment. We retain our pre-existing materials and grant you a license to use them within the deliverables.

LIMITATION OF LIABILITY:

Except for willful misconduct, confidentiality/IP breaches, or personal injury, each party's liability is capped at the fees paid in the prior 12 months and excludes consequential damages.

Mutual Indemnity:

Each party will defend and indemnify the other from third-party claims arising from its own negligence, willful misconduct, or IP infringement, with control of the defense by the indemnifying party."

Termination:

Either party may terminate for convenience on 30 days' notice; Client pays for work performed and non-cancellable expenses.

Payment:

Invoices due net-15; late amounts accrue 1.5%/month; pre-approved expenses reimbursed within 15 days.