

Freelance Service Agreement

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Freelance Service Agreement

Effective Date: [DATE]

Between:

Client: [CLIENT FULL NAME / COMPANY NAME], located at [CLIENT ADDRESS] ("Client")

Freelancer: [FREELANCER FULL NAME / BUSINESS NAME], located at [FREELANCER ADDRESS] ("Freelancer")

1. Scope of Work

The Freelancer agrees to provide the following services (the "Services"):

[DETAILED DESCRIPTION OF DELIVERABLES, INCLUDING FORMAT, QUANTITY, AND SPECIFICATIONS]

The following are expressly excluded from the scope of this project:

[LIST ANY EXCLUSIONS -- e.g., "Ongoing maintenance," "Third-party integrations not specified above," "Print-ready file preparation"]

Any work outside the scope defined above will require a separate written agreement or change order signed by both parties.

2. Payment Terms

The total project fee is \$[AMOUNT] USD.

(a) Deposit. The Client shall pay 50% (\$[DEPOSIT AMOUNT]) upon signing this Agreement. Work will not commence until the deposit is received.

(b) Final Payment. The remaining 50% (\$[FINAL AMOUNT]) is due within [7] days of final delivery of the completed Services.

(c) Late Payment. Invoices not paid within [7] days of the due date will incur a late fee of 1.5% per month on the outstanding balance.

(d) Payment Method. Payments shall be made via [PAYMENT METHOD -- e.g., bank transfer, PayPal, Wise] to [PAYMENT DETAILS].

3. Timeline

Milestone

Target Date

Project Kickoff

[DATE]

[MILESTONE 1 -- e.g., "First Draft Delivery"]

[DATE]

[MILESTONE 2 -- e.g., "Revision Round 1 Complete"]

[DATE]

Final Delivery

[DATE]

Timelines are contingent upon the Client providing required materials, feedback, and approvals within [3] business days of each request. Delays caused by the Client will extend all subsequent deadlines by an equal number of days.

4. Revisions

The project fee includes two (2) rounds of revisions based on the initial deliverables. A "revision round" consists of a single consolidated set of feedback from the Client.

Additional revisions beyond the included rounds will be billed at \$[HOURLY RATE] per hour, with an estimate provided before work begins.

5. Intellectual Property

(a) Before Full Payment. The Freelancer retains all rights, title, and interest in the work product, including all intellectual property rights, until the Client has paid the total project fee in full.

(b) Upon Full Payment. Upon receipt of full payment, the Freelancer assigns to the Client all rights, title, and interest in the final deliverables, including copyrights, trademarks, and other intellectual property rights.

(c) Portfolio Rights. The Freelancer retains the right to display the completed work in their portfolio, website, and marketing materials, unless the Client requests otherwise in writing and the parties agree to a portfolio exclusion fee of \$[AMOUNT].

(d) Pre-Existing Materials. Any tools, frameworks, code libraries, or materials owned by the Freelancer prior to this engagement ("Pre-Existing Materials") remain the property of the Freelancer. The Client receives a perpetual, non-exclusive license to use any Pre-Existing Materials incorporated into the deliverables.

6. Kill Fee

If the Client terminates this Agreement after work has commenced for any reason other than the Freelancer's material breach:

- (a) The Client forfeits the deposit; and
- (b) The Client shall pay a kill fee equal to 25% of the remaining unpaid balance within [14] days of termination.

7. Confidentiality

Each party agrees to keep confidential all non-public information received from the other party in connection with this project. This includes business strategies, technical specifications, customer data, financial information, and unpublished work product. This obligation survives termination of this Agreement for a period of two (2) years.

8. Indemnification

Each party agrees to indemnify and hold harmless the other party from any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from the indemnifying party's breach of this Agreement or negligent acts.

Liability Cap. In no event shall either party's total liability under this Agreement exceed the total project fee of \$[AMOUNT].

9. Termination

- (a) By Either Party. Either party may terminate this Agreement by providing fourteen (14) days written notice to the other party.
- (b) Effect of Termination. Upon termination, the Client shall pay the Freelancer for all Services completed and approved up to the date of termination. If the Client terminates without cause, the Kill Fee (Section 6) applies. If the Freelancer terminates without cause, the Freelancer shall refund any prepaid fees for Services not yet delivered.
- (c) For Cause. Either party may terminate immediately if the other party materially breaches this Agreement and fails to cure the breach within [7] days of written notice.

10. Dispute Resolution

- (a) Negotiation. The parties shall first attempt to resolve any dispute through good-faith negotiation for a period of [30] days.
- (b) Mediation. If negotiation fails, the parties agree to submit the dispute to mediation administered by [MEDIATION PROVIDER OR "a mutually agreed mediator"] in [CITY, STATE].
- (c) Arbitration. If mediation fails, the dispute shall be resolved by binding arbitration under the rules of [ARBITRATION BODY -- e.g., "the American Arbitration Association"] in [CITY, STATE]. The arbitrator's decision shall be final and enforceable in any court of competent jurisdiction.

11. General Provisions

- (a) Governing Law. This Agreement shall be governed by the laws of the State of [STATE].
- (b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements.

(c) Amendments. Modifications to this Agreement must be in writing and signed by both parties.

(d) Severability. If any provision is found unenforceable, the remaining provisions remain in full effect.

(e) Independent Contractor. The Freelancer is an independent contractor, not an employee of the Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Client

Signature: _____

Name: [CLIENT NAME]

Title: [TITLE]

Date: [DATE]

Freelancer

Signature: _____

Name: [FREELANCER NAME]

Title: [TITLE]

Date: [DATE]