

# 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. The Contact Person can make sure that work is completed and payment is made.*

<b>Name:</b>	
<b>Name of Business:</b>	
<b>Contact Person:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	

Hiring Party information:

<b>Name:</b>	
<b>Name of Business:</b>	
<b>Contact Person:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	

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Freelance Worker initials \_\_\_\_\_ Hiring Party initials \_\_\_\_\_

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 factor preparatory work and revisions into the price. By being specific, Freelance Workers and Hiring Parties will know what work is owed for the amount being paid.

## 2) SCOPE OF WORK

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.

Date by when Freelance Worker will submit to Hiring Party the list of services due for payment in order to allow enough time for Hiring Party to process payment by the agreed-upon payment date:

**Terms 1-3 MUST be included in contracts under the Law.** The remaining terms may help preserve the parties' rights and avoid disputes, but the Agreement should not include any terms that both parties do not understand. Both parties 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 parties are clear about the Agreement.

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Freelance Worker initials \_\_\_\_\_ Hiring Party initials \_\_\_\_\_

**PAGES 3 AND 4 ARE OTHER POSSIBLE TERMS FOR CONSIDERATION.** *Note: The OPTIONAL terms are not required by the Freelance Isn't Free Act. Whether both parties include any of these or other terms may depend on the specific work situation. Only include terms that both parties understand in a contract.*

*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. Indicate that the 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.

*A retainer functions as an up-front payment for anticipated work and can be drawn upon. The specified amount (\$) from the Hiring Party also compensates a Freelance Worker who does not accept other offers of work to be available to do the Hiring Party's work.*

**OPTIONAL: RETAINER**

In consideration for Freelance Worker agreeing to provide services to Hiring Party and foregoing other work opportunities, Hiring Party agrees to pay \$\_\_\_\_\_ to Freelance Worker on [DATE]. Hiring Party understands that this payment is nonrefundable.

*If Hiring Party is to submit payments in installments, the installment amounts (\$) to be paid and dates due must be detailed in the contract.*

**OPTIONAL: PAYMENT TERMS**

Hiring Party agrees to pay Freelance Worker the following amounts ("Installments") on the dates listed:

Amount due: \$ _____	Date due: _____
Amount due: \$ _____	Date due: _____
Amount due: \$ _____	Date due: _____

**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] OR [in a writing that specifically refers to this agreement].

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 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 and City law.

**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.

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

*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 \_\_\_\_\_

