

COPYWRITING SERVICES AGREEMENT

This is a Copywriting Services Agreement (“Agreement”) dated as of [DATE], (the “Effective Date”) by and between [NAME] (“Client”), a/n [INDIVIDUAL or BUSINESS ENTITY] located at [ADDRESS] and [NAME] (“Copywriter”), a [INDIVIDUAL or BUSINESS ENTITY] located at [ADDRESS], each a “Party” and together the “Parties”.

RECITALS

WHEREAS, Copywriter desires to provide copywriting services to the Client.

WHEREAS the Client desires to obtain the benefit of the services of Copywriter.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. SERVICES

Copywriter’s obligation is to provide the following services (“Deliverables”):

[DESCRIBE EACH PORTION OF THE PROJECT]

The timeline of Deliverables is outlined below (“Timeline”):

[PROVIDE PROJECTED TIMELINE]

2. COMPENSATION

For the Deliverables, Client shall compensate Copywriter a total of \$[AMOUNT]. The compensation provided herein constitutes full consideration for the Deliverables. All invoices are due upon receipt unless otherwise noted. Client is responsible for all fees incurred by Copywriter in pursuance of collecting unpaid fees, including but not limited to collection fees, attorney fees, and court filing fees.

3. EXPENSES

It is Copywriter’s responsibility to pay for all expenses associated with this Agreement, unless specifically agreed to in writing by Client. If any costs and expenses are to be paid by Client, as approved in writing, Copywriter will invoice Client for all reimbursable expenses as a separate line item detailing the applicable expenses and providing back-up

as necessary. Copywriter is expected to use its own equipment, supplies and tools unless specifically agreed or stated otherwise.

4. MISSED PAYMENTS

A late payment shall be added to any fees not paid within [DAYS] of due date of payment owed in accordance with the fee schedule set forth in Section 2. Such penalty shall be [##] percent of the unpaid amount due.

5. TERM AND TERMINATION

- a. Termination. The term of this Agreement shall begin on the Effective Date and shall continue until the Deliverables are complete or the relationship is amended or terminated. Copywriter may amend this Agreement at any time. Either Party may terminate this Agreement with cause after providing the other Party written notice of a material breach with a ten (10) day cure period. If the breaching party does not cure the breach within the cure period, this Agreement will automatically be terminated. A material breach occurs if one of the following conditions occurs:
 - i. A breach of confidentiality
 - ii. Disparagement of another Party
 - iii. Late payment of more than [DAYS] days
 - iv. Copywriter's use of illegal substances has a detrimental effect on its performance
 - v. Failure to meet the Timeline
- b. Parties may immediately terminate this Agreement as follows:
 - i. By Copywriter, if Client commits any act of fraud, misrepresentation, misappropriation of property, or any other act of material misconduct, dishonesty or disloyalty, which at Copywriter's discretion impairs Copywriter's goodwill, or in the event the Client should file for bankruptcy or liquidate its business;
 - ii. By Client, upon any material breach by Writer, or in the event Writer should file for bankruptcy or liquidate its business.
- c. Termination Fees. If the Client terminates this Contract, any fees already paid or due in accordance to the fee schedule in Section 2 will be non-refundable due to the Copywriter's fixed costs and efforts of engaging in the contract and to fund already completed work.

6. EFFECT OF TERMINATION

Upon termination of this Agreement:

- a. Client will pay Copywriter for all Services rendered through the effective date of termination;
- b. Copywriter will deliver to Client all work product developed through the Effective Date of termination;
- c. Copywriter will immediately return to Client all documents containing any confidential information of Client and any copies thereof which Writer has in its possession or under its control; and
- d. Copywriter will immediately return to Client any tangible property belonging to Client.

7. RELATIONSHIP

- a. Independent Contractor Status. Writer understands and agrees that in performance of this Agreement it is acting as an independent contractor and is not, and will not hold itself out to be, an agent or employee of Client by virtue of this Agreement. Copywriter will perform the requested Services and Deliverables under the general direction of Client, but will determine, in its reasonable discretion, the manner and means by which the Services and Deliverables, are accomplished subject to the requirement that Copywriter shall at all times comply with applicable law and meet accepted professional and industry standards, as well as the quality, specifications and format of delivery provided for herein.
- b. Employment Taxes and Benefits. As an independent contractor, Copywriter is responsible for and agrees to file all tax returns required by law and assumes sole liability for all self-employment and income taxes due on income earned pursuant to this Agreement. Client will not treat Copywriter as an employee, with respect to performance of this Agreement, for federal, state or local tax purposes or otherwise. Client will not be responsible for payment of workers' compensation insurance, unemployment compensation or disability insurance, or for withholding or paying employment-related taxes based on the Services and Deliverables. Copywriter acknowledges that it is not entitled to any rights or benefits (including vacation and insurance) to which Client's employees may be entitled.
- c. Workers' Compensation Coverage. Copywriter understands and acknowledges upon signing this Agreement that Client will NOT supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status.

8. INTELLECTUAL PROPERTY

- a. Works for Hire. Copywriter agrees that any inventions, materials and proceeds created by Copywriter in connection with this Agreement will be the property of Client. All works of authorship prepared by Copywriter under this Agreement will be “works made for hire” for Client, and Client will be deemed the sole author thereof, automatically upon their creation as contemplated by Sections 101 and 102 of the United States Copyright Act of 1976, as amended. In the event that any such work is not a work made for hire, Copywriter hereby irrevocably transfers and assigns to Client in perpetuity throughout the world and in every manner now known or hereafter devised any and all rights, title and interests, including copyright and other proprietary rights, effective automatically as of the creation thereof. In addition, Copywriter hereby irrevocably transfers and assigns to Client in perpetuity throughout the world any and all rights, title and interests including patent rights, trade secrets, trademarks and other proprietary rights, in and to all inventions, materials and proceeds created by Copywriter in connection with or arising out of this Agreement, effective automatically as of the creation thereof.

9. REPRESENTATIONS AND WARRANTIES

- a. Copywriter represents and warrants that:
 - i. Copywriter will comply with all applicable federal, state and local laws in the performance of its obligations under this Agreement and the Services and Deliverables will be performed in a professional and workmanlike manner in accordance with reasonable industry standards as well as any quality, specifications and format of delivery provided for herein;
 - ii. Copywriter has the right and ability to enter into this Agreement and Copywriter operates as a business, and regularly make its services available to other clients or the general public, and has adequate insurance as applicable by local law, any necessary license, and other conventional means of conducting business; and
 - iii. Copywriter will not enjoin or interfere with the distribution, licensing or exploitation of Client's intellectual property, merchandise or other products.
- b. Client hereby represents and warrants that:
 - i. Client has the right and ability to enter into this Agreement and operates as a business.
 - ii. Client will not enjoin or interfere with Copywriter's duties to perform its work contracted herein.
 - iii. Client will provide Copywriter all necessary information for Copywriter to perform its duties.
 - iv. All materials provided to Copywriter are free from infringement.

10. INDEMNIFICATION

Client agrees to indemnify and hold and defend Copywriter harmless from and against any losses, liabilities, claims, suits and costs and expenses (including without limitation reasonable attorneys' fees and court costs) incident thereto which Copywriter may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person and/or the damage or destruction to any tangible property, or on account of any violation or alleged violation of government laws, regulations or orders caused by or arising out of, Client's breach of any term contained in this Agreement, or any negligent or willful act of Client, its employees, or agents in the performance of its duties under the provisions of this Agreement.

11. CONFIDENTIAL INFORMATION

- a. Both Parties acknowledge that it and its employees, agents or representatives may, in the course of the performance of this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other Party or its affiliated companies or their clients. Any and all information of any form related to the business of one Party obtained by the other Party or its employees, agents or representatives in the performance of this Agreement, including any business transaction(s) either Party may contemplate or complete, will be deemed to be confidential and proprietary information ("Confidential Information"). Confidential Information will not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by either Party; (ii) The Party can demonstrate it was rightfully in the Party's possession at the time of disclosure, without an obligation of confidentiality.
- b. Both Parties agree to hold such Confidential Information in strict confidence and not to duplicate or disclose such Confidential Information to third parties, other than what is reasonable and necessary to perform an executed Scope or to use such Confidential Information for any purposes whatsoever other than the provision of services under this Agreement, and to advise each of its employees, agents and representatives of their obligations to keep such Confidential Information confidential. It is agreed and understood that in the event of a breach of this provision, damages may not be an adequate remedy, and either Party will be entitled to injunctive relief to restrain any such breach, threatened or actual.

12. NON-SOLICITATION

During the term of this Agreement and for a period of twelve (12) months after the earlier of its termination, expiration or the completion of the Scope thereunder, the parties agree

that they will not directly or indirectly solicit for hire any employee of the other party that worked under this Agreement without the express written consent of the other party, provided that compliance with this provision shall not require any party to violate applicable law. Both Parties agree that, if this provision were breached, the other party would incur damages that would be difficult to calculate. Therefore, in the event that any such solicitation in violation of this provision, the breaching party shall pay to the other party, as liquidated damages based on the reasonable current estimate of the parties and not as a penalty, a sum equal to fifty percent (50%) of the total annual base compensation paid to the affected individual(s) by the breaching party. Notwithstanding the foregoing restrictions in this provision, a party's general solicitation of employees (through, for example, advertisements in newspapers, magazines, trade journals or on the internet) will not be a violation of this provision nor will a party's hiring of personnel of the other party who corresponds to such a general solicitation be a violation of this provision.

13. ASSIGNMENT

Client may not assign, transfer or sell all or any part of its rights or obligations hereunder, by operation of law or otherwise. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

14. NOTICES

All notices required or permitted to be given hereunder will be in writing and forwarded to the following physical address and email addresses:

- a. Client: [INSERT ADDRESS AND EMAIL]
- b. Copywriter: [INSERT ADDRESS AND EMAIL]

15. SEVERABILITY

In the event that a court of competent jurisdiction holds a provision of this Agreement invalid, the remaining provisions will nonetheless be enforceable in accordance with their terms.

16. MODIFICATION OR WAIVER

No purported amendment, modification or waiver of any portion of this Agreement will be binding unless set forth in a writing signed by both Parties (in the case of amendments and modifications) or by the Party to be charged thereby (in the case of waivers). Any waivers will be limited to the circumstance or events specifically referenced in the

written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any reoccurrence of such circumstance or event.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE]. All Parties irrevocably consent to the personal jurisdiction of an exclusive venue in the courts of [STATE] in the county of [COUNTY NAME].

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the Services and supersedes any and all prior and contemporaneous oral or written understandings between the Parties relating to the Services.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE CONTRACT AND AGREE TO THE TERMS AND CONDITIONS IN THEIR ENTIRETY. IT IS EFFECTIVE AS OF THE EXECUTION DATE.

COPYWRITER:

Date

Printed Name: _____

Title: _____

CLIENT:

Date

Printed Name: _____

Title: _____