

The basics of freelance contracts

Cover the basics first of all. You should have the details of both parties on either side of the agreement written down, although you will know them already. You should have a written overview of the work needed that both sides read and agree to. It should be made clear that you are not an employee and should not be treated like one.

Be specific about the project

You should put together a highly detailed proposal and outline what you will be doing and what the client will be getting for their money. It is important that no one is able to misunderstand or twist the wording of the contract.

Agree a time frame for delivery

You should come to an agreement on a deadline for the project to be delivered. Though deadlines are never much fun, they are important and also help you to schedule your other duties/jobs around this project. That being said, you may need to have some flexibility on deadlines. Any changes to this should be communicated as soon as possible and agreed to by both sides.

Who is your point of contact?

Sometimes you will get different people from the same organisation offering feedback and requesting changes they might not necessarily have discussed with each other. That will leave you working for different people and it will quickly become confusing. Agree to make someone a single point of contact so that the information you receive is consistent.

Rates!

Clearly state your hourly, daily or project rate! Think about itemising your fee so that the client can see where their money is going. Many clients will underestimate the amount of time and energy that goes into preparation and research.

It is a good idea to ask for a portion of your fee upfront and the amount should be stated in the contract. Some freelancers prefer instalments throughout the project or a simple 50% before and 50% after.

Does your quote include the cost of alterations?

It is natural for the client to want some alterations in the work. As a freelancer you should account for this and try to include about two edits in your fee. Some clients may

try to squeeze more work out of you, even if it's 'just a little bit'. Those little bits all add up and it's important to put your foot down and not get into the habit of being taken advantage of. Extra work should be chargeable.

Payment terms for freelancer agreements

Invoices commonly ask the client to pay within 30 days unless you make your own. You will also need to decide how you will accept payment, and whether that is convenient for the client. It's also worth considering **whether or not you want to charge late payment fees**. If you do, let your client know in advance!

Do you want to include a cancellation fee?

Also known as a cancellation clause, the kill fee is a procedure in place if the client decides to cancel the project half way through. You should be compensated for the work that you have done because you could have been spending that time working on someone else's project. It is up to you how much your kill fee is but it should at least cover the work you've done up until cancellation. Generally, most clients will be fine and expect this clause and the ones that aren't are generally the ones you need the clause for.

Confirm the delivery details

You should agree how the project will be delivered to the client. This will largely depend on what line of work you are in but whichever way you choose to deliver, make sure it is simple and convenient for the client. You want this part to go as smoothly as possible if you hope for repeat clients.

Who owns the Intellectual Property rights?

To avoid having your work stolen, you should put in writing that you retain ownership of all your own work until you receive payment. If your client refuses to pay, they cannot legally use your work and you have grounds to sue

Finesse Seleste Productions

Public Relations Retainer Agreement

This Public Relations Retainer Agreement ("Agreement") is made and entered into as of [Date], by and between:

XYZ PR Agency

Address: [Agency Address]

Contact Person: [Contact Person Name]

Email: [Contact Person Email]

Phone: [Contact Person Phone]

("Agency")

and

ABC Corporation

Address: [Client Address]

Contact Person: [Contact Person Name]

Email: [Contact Person Email]

Phone: [Contact Person Phone]

("Client")

WHEREAS, the Client desires to retain the services of the Agency to provide public relations services; and

WHEREAS, the Agency agrees to provide such services under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Scope of Work

The Agency agrees to provide ongoing public relations services to the Client, which may include but are not limited to:

- Media relations
- Press release writing and distribution
- Social media management
- Event planning and coordination
- Crisis communication

- Content creation
- Strategic PR planning and execution

The specific services to be provided will be outlined in detailed work plans and agreed upon by both parties at the beginning of each month.

2. Term of Agreement

This Agreement shall commence on [Start Date] and shall continue for a period of twelve (12) months, ending on [End Date], unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be renewed upon mutual written agreement of both parties.

3. Fees and Payment Terms

The Client agrees to pay the Agency a monthly retainer fee of \$5,000, payable on the first day of each month. Invoices will be sent by the Agency and are payable within fifteen (15) days of receipt. Any additional costs, such as travel expenses, third-party services, or materials, will be pre-approved by the Client and billed separately.

4. Deliverables

The Agency will provide the Client with the following deliverables:

- Monthly PR strategy reports
- Media coverage reports
- Copies of press releases and other written materials
- Social media content calendars
- Event plans and post-event reports

All deliverables will be provided within agreed timelines and deadlines.

5. Responsibilities of Each Party

Agency Responsibilities:

- Develop and implement PR strategies tailored to the Client's needs
- Maintain regular communication with the Client, providing updates and seeking approvals as necessary
- Deliver all agreed-upon services in a professional and timely manner

Client Responsibilities:

- Provide timely approvals for PR materials and strategies
- Supply the Agency with necessary information, access to personnel, and other resources needed to perform the services
- Respond promptly to Agency communications and requests

6. Performance Metrics

The success of the Agency's services will be measured by the following key performance indicators (KPIs):

- Number of media placements and their reach
- Social media engagement metrics (likes, shares, comments, etc.)
- Audience reach and impressions
- Achievement of specific campaign goals as outlined in monthly work plans

7. Confidentiality and Non-Disclosure

Both parties agree to keep all proprietary information confidential. This includes, but is not limited to, business plans, financial data, marketing strategies, and any other sensitive information. This confidentiality obligation shall survive the termination of this Agreement.

8. Intellectual Property

All materials created by the Agency for the Client, including press releases, social media content, and event plans, shall be the property of the Client. The Agency retains the right to use these materials for promotional purposes, provided they do not disclose any confidential information.

9. Termination Clause

Either party may terminate this Agreement with thirty (30) days written notice. In the event of termination, the Client will pay the Agency for all services rendered up to the date of termination, and the Agency will deliver any completed work and return any confidential information.

10. Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through informal negotiations. If the dispute cannot be resolved through negotiations, it shall be submitted to mediation. If mediation fails, the dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in [Location] and shall be governed by the laws of [State/Country].

11. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, strikes, or governmental regulations.

12. Amendments

Any modifications or amendments to this Agreement must be made in writing and signed by both parties.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law principles.

4. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

****XYZ PR Agency****

[Name]

[Title]

****ABC Corporation****

[Name]

[Title]

This comprehensive PR contract covers all essential aspects and ensures clarity and mutual agreement between the PR agency and the client.