

Freelance Contract

A stylized illustration of a document with a pencil and a cursor. The document is white with a black outline and contains three horizontal lines representing text. A pencil is positioned diagonally across the top right of the document. A mouse cursor arrow points towards the bottom left of the document. There are several small black plus signs and two stylized eyes floating around the document, suggesting a focus or attention on the content.

Ditch the PDF back and forth! Send your contract with Contractbook to **stay on top** of renewals, deadlines, and obligations with automatic reminders, tasks, and more.

Create & Send with Contractbook

Send

Set the signature

J

Jake Oleander

You

📱

SMS Verification

👤

Draw a signature

T

Tom Inland

📱

SMS Verification

🇩🇪

MitID Signatures

R

Rebecca Bell

📱

SMS Verification

👉

Sign with a click

🇩🇪

MitID Signatures

Send for signatures

The Freelancer and Client is referred to individually as a "Party" and collectively as the "Parties".

This Freelance Contract (the "Contract") is entered into and made valid upon signature by both Parties (the "Effective Date").

RECITALS:

WHEREAS, the Client wishes to engage Freelancer for certain freelance services (the "Services"), as described more fully below;

WHEREAS, the Freelancer has the skills, qualifications, and expertise required to provide the Services to the Client;

WHEREAS, the Freelancer wishes to render such Services to the Client;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

DEFINITIONS: AS USED IN THIS AGREEMENT:

1. "Services" shall be used to refer to the following specific freelance services that the Freelancer will provide to the Client under the terms and conditions set forth herein:

[\[insert detailed description of the specific freelance services that will be rendered under this contract\]](#)

2. "Fees" shall be used to refer to the payment the Client will pay to the Freelancer for the rendering of the Services. Specifically, the fees shall be as follows: \$[\[insert amount\]](#) as a [\[fixed/hourly\]](#) and as [\[daily/weekly/monthly/other\]](#) fee for all Services rendered.

AGREEMENT:

Subject to the terms and conditions of this Contract, the Freelancer hereby agrees to render the Services to the Client, and the Client agrees to pay the Freelancer the Fees required for the Services.

NO EMPLOYMENT:

Neither Party is by virtue of this Contract authorized as an agent, employee, or legal representative of the other. Neither Party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

NO LOCATION RESTRICTIONS:

The Client shall not be permitted to place any location restrictions on the Freelancer. The Freelancer does not use any equipment, including electronic equipment, owned by the Client and the Freelancer does not maintain any equipment at the Client's place of business. The Freelancer may work anywhere the Freelancer chooses. [\[subject to agreement between parties\]](#)

NO SPECIFIC HOURS:

The Client may not control the hours or timing that the Freelancer works. The Freelancer must keep track of hours for billing purposes only. There is no expectation that the Freelancer works full-time hours. [\[subject to agreement between parties\]](#)

SUB FREELANCERS:

The Freelancer shall not be permitted to use sub freelancers in the provision of Services to the Client. The Freelancer was hired specifically for the Freelancer's own skill set and may not outsource any work. [\[subject to agreement between parties\]](#)

FEES:

Method of Payment: the Freelancer will accept the following forms of payment:

[\[insert forms of payment that the freelancer will accept for the fees under this agreement\]](#)

Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by the Client or the Freelancer shall be the sole and exclusive responsibility of each, respectively.

For any past due payment or past due deadlines, a late fee of the following will apply for either Party, depending on the cause of the lateness:

[\[insert what the late fee will be, either as a percentage or a specific monetary amount\]](#)

Invoice Interval: Freelancer will be entitled to invoice the Client at the following time period:

Weekly/Monthly/Quarterly/At Completion/Other

Invoice Period: The Client shall have the following time period in which to pay the Freelancer's invoice: [\[insert within what time period the client must pay the invoices given by the freelancer\]](#)

EXPENSES:

The Freelancer shall be solely and exclusively responsible for any expenses incurred under this Contract. The Client shall not be under the obligation of paying or reimbursing expenses.

INTELLECTUAL PROPERTY:

The Freelancer agrees that all work-product, inventions, trade secrets, and confidential and/or proprietary information conceived, created or developed by the Freelancer which is related to the Client's actual business or research and development or developed, made, or discovered by the Freelancer in the course of the performance of the Freelancer's duties for

the Client, i.e. anything created through the provision of the freelance Services, shall be the property of the Client. The Freelancer hereby assigns to the Client the entire right, title, and interest in and to all work created and in and to all proprietary rights therein or based thereon including without limitation any and all copyrights, patents, trademarks, or other intellectual property rights relating to all work.

1. Without limiting the foregoing, the Freelancer agrees that all work created hereunder which is protectable by copyright and may constitute "works-made-for-hire" pursuant to the [\[insert copyright law\]](#) shall be deemed to be works-made-for-hire for the Client.
2. Nothing contained in this provision shall limit the ability to use any concrete work product created for Freelancer's own portfolio, after such work product has been made public by the Client.

CONFIDENTIALITY:

Freelancer hereby acknowledges and agrees that Client possesses certain non-public Confidential Information and may also possess Trade Secret Information, (collectively the "Proprietary Information") regarding their business operations and development. The Parties agree that the Proprietary Information is secret and valuable to the Client and that the Freelancer may have access to the Client's Proprietary Information. Each of the Parties desires to maintain the secret and private nature of any Proprietary Information given.

Confidential Information refers to any information which is confidential and commercially valuable to the Client. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights etc.

Trade Secret Information shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

The Freelancer hereby agrees to:

1. Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Contract;
2. Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Contract;
3. Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;
4. Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Client.

WARRANTIES:

The Freelancer represents and warrants that it will perform the Services using reasonable care and skill for a Freelancer in their field and that any results, end products, or materials given by the Freelancer to the Client under the terms and conditions of this Contract will not infringe on or violate the intellectual property rights or any other right of any third party.

LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either Party's negligence, either Party's liability in contract, tort or otherwise arising through or in connection with this Contract or through or in connection with the completion of obligations under this Contract shall be limited to Fees paid by the Client to the Freelancer.

INDEMNIFICATION:

The Freelancer shall indemnify the Client for any damages, claims, liabilities, loss and expense including reasonable attorney's fees arising out of any act or omission of the

Freelancer in performing the Services or the breach of any provision of this Contract by the Freelancer.

TIME FOR PERFORMANCE:

Time shall be of the essence for the performance by the Freelancer of its obligations under the Contract. Any dates, periods, or times for performance specified in the Contract are to be met, and in default, the Freelancer will be in breach of the Contract. Specifically, the Freelancer shall have all work completed by: [\[insert date\]](#)

TERMINATION:

This Contract shall terminate automatically on the following date: [\[insert date\]](#)

This Contract may also be terminated by either Party, upon notice in writing:

1. if the other Party commits a material breach of any term of this Contract that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
2. if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;
3. no on-going relationship between the Parties is contemplated and the Client may not assign additional work to the Freelancer. The Parties may decide, through an addendum to this Contract, to expand the scope of Services, but such agreement may only be in writing and with explicit terms.

GENERAL PROVISIONS:

GOVERNING LAW: This Contract shall be governed in all respects by the laws of the state of [\[insert state name\]](#) and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of [\[insert state name\]](#). The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

ASSIGNMENT: This Contract, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

AMENDMENTS: This Contract may only be amended in writing signed by both Parties.

NO WAIVER: None of the terms of this Contract shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Contract between the Parties.

SEVERABILITY: If any provision or term of this Contract is held to be unenforceable, then this Contract will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Contract, valid and enforceable.

ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

HEADINGS: Headings to this Contract are for convenience only and shall not be construed to limit or otherwise affect the terms of this Contract.

FORCE MAJEURE: The Freelancer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Your report is ready

Summary

Key Terms and Overview of Plant and Flowers Logistics Warehouse Lease

This commercial lease agreement is between Bredford Family & Friends (Landlord) and Plant and Flowers Logistics (Tenant) for a 5,000 square foot warehouse space located at 19141 Pine

[Read full summary](#)

Key Data Fields

Every contract is built on data. [Learn more](#) →

Base Rent

Operating Cost

Security Deposit

Late Charge

Square Footage of Premises

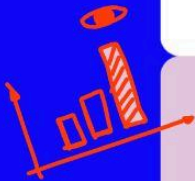


Potential risks

Key Risks in Plant and Flowers Logistics Warehouse Lease

A potential risk is the environmental restrictions prohibiting storage or use of hazardous materials, which could impact Tenant's operations if they use any chemicals/pesticides. Another

[Read full report](#)



Important dates in the contract

We've discovered these dates that might be relevant for you:

Commencement Date

March 1, 2018

Manually reviewing contracts is tedious, error-prone, and (let's be honest) boring. Let us do the hard work for you.

Our AI Insights tool scans, analyzes, and summarizes your contracts for risks, dangers, and important dates, enabling you to make better decisions.

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