

Freelance Contract Template

Customizable Independent Contractor Agreement — All 12 Essential Clauses

> **How to use this template:** Replace all bracketed text [like this] with your specific information. Read the annotations (marked with ) to understand what each clause does and how to customize it. Delete the annotations before sending to a client.

INDEPENDENT CONTRACTOR AGREEMENT


This Agreement is entered into as of [DATE] ("Effective Date") by and between:

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

Contractor: [YOUR FULL LEGAL NAME / BUSINESS NAME], located at [YOUR ADDRESS] ("Contractor")

Together referred to as "the Parties."

1. SCOPE OF WORK

 *Be as specific as possible. Vague scope = scope creep. List what IS and ISN'T included.*

Contractor agrees to perform the following services ("Services"):

Deliverables:

- [Deliverable 1 — be specific: format, quantity, specifications]
- [Deliverable 2]
- [Deliverable 3]

Explicitly excluded from scope:


- [Item not included 1]
- [Item not included 2]
- [Item not included 3]

Client responsibilities (required for Contractor to perform):

- [Content, assets, access, or approvals Client must provide]
- [Deadline for Client to provide the above: within ____ business days of request]

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

2. TIMELINE AND MILESTONES

 *Tie milestones to payments. Include a client delay clause so you're not penalized for their slow feedback.*

Project Start Date: [DATE] (triggered by [receipt of signed agreement / deposit payment / receipt of client materials])

Milestone	Target Date	Deliverable
Milestone 1	[DATE]	[Description]
Milestone 2	[DATE]	[Description]
Milestone 3	[DATE]	[Description]
Final Delivery	[DATE]	[All remaining deliverables]

Client Delay Clause: If Client fails to provide required feedback, materials, or approvals within [5] business days of request, the project timeline will shift by an equivalent number of business days. Contractor will notify Client of any timeline adjustments in writing.

3. PAYMENT TERMS

 *Never start work without a deposit. Tie payments to milestones. Include late penalties.*

Total Project Fee: \$[AMOUNT]

Payment Schedule:

Payment	Amount	Due
Deposit	\$(AMOUNT) ([25-50]%)	Upon signing this Agreement
Milestone 1	\$(AMOUNT)	Upon delivery of [Milestone 1 deliverable]
Milestone 2	\$(AMOUNT)	Upon delivery of [Milestone 2 deliverable]

Final Payment	[\$AMOUNT]	Upon final delivery
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Payment Method: [ACH transfer / wire transfer / check] to account provided by Contractor. Any transfer fees are the responsibility of [Client / the sending party].

Net Terms: Payment is due within [15] days of invoice date.

Late Payment Penalty: Invoices unpaid past the due date will accrue interest at a rate of 1.5% per month (18% annually). Contractor reserves the right to pause work on any unpaid milestone until payment is received.

Currency: All amounts are in USD.

4. REVISIONS

 *Define what a "round" is. Two to three rounds is standard. Beyond that = additional billing.*

The project fee includes [2-3] rounds of revisions per deliverable.


Definition of a revision round: Client submits all feedback for a given deliverable in a single consolidated communication. Feedback received piecemeal over multiple days/emails will be treated as one revision round per batch received after initial consolidated feedback.

Revision request deadline: Client must submit revision requests within [5] business days of deliverable presentation. Deliverables not revised within this period are considered approved.

Additional revisions: Beyond the included [2-3] rounds, revisions are billed at \$[RATE]/hour, invoiced monthly.

Scope change vs. revision: Feedback that fundamentally alters the direction, concept, strategy, or scope of a deliverable constitutes new work, not a revision. New work will be scoped and quoted separately via a written change order.

5. KILL FEE (CANCELLATION)

 *Protects you if the project gets canceled. You blocked time for this — you deserve compensation.*


Cancellation by Client:

- Client may cancel this Agreement with [14] days written notice
- Client owes payment for all work completed to date, plus [25-50]% of the remaining unpaid contract balance as a cancellation fee
- If cancellation occurs before work begins, Client forfeits the deposit

Cancellation by Contractor:

- Contractor may cancel this Agreement with [14] days written notice
 - Contractor will refund any payments received for work not yet delivered
 - Contractor retains payment for all work completed and delivered to date
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6. INTELLECTUAL PROPERTY

 *IP transfers upon FINAL PAYMENT. This is your leverage. Customize portfolio rights and pre-existing IP.*

Transfer of IP: Upon receipt of final payment in full, Contractor assigns to Client all rights, title, and interest in the final deliverables created under this Agreement.


Before final payment: Contractor retains all rights to all work product. Client receives no license or ownership rights to any deliverables until final payment is received in full.

What transfers: Final, approved deliverables only. Preliminary drafts, unused concepts, and working files [do / do not] transfer to Client.

Pre-existing IP: Any tools, frameworks, code libraries, templates, or methodologies that Contractor created prior to this engagement ("Pre-existing IP") remain the sole property of Contractor. To the extent any Pre-existing IP is incorporated into the deliverables, Contractor grants Client a non-exclusive, perpetual, royalty-free license to use such Pre-existing IP solely as part of the deliverables.

Portfolio Rights: Contractor retains the right to display the deliverables in Contractor's portfolio, website, and marketing materials, and to identify Client as a past client, unless otherwise agreed in writing.

7. CONFIDENTIALITY

 *Keep it mutual and time-limited. Push back on "perpetual" confidentiality for standard projects.*

Both Parties agree to keep confidential any proprietary or non-public information disclosed during this engagement ("Confidential Information") for a period of [2-3] years following the termination of this Agreement.

Confidential Information includes: [business strategies, customer data, financial information, unreleased products, proprietary processes, pricing/rate information]


Confidential Information does NOT include:

- Information that is or becomes publicly available through no fault of the receiving party

- Information already known to the receiving party prior to disclosure
- Information independently developed without reference to confidential materials
- Information disclosed pursuant to legal requirement (with prompt notice to the disclosing party)

Mutual obligation: Both Client and Contractor are bound by this confidentiality clause equally.

8. LIABILITY LIMITATION

 *Cap your liability at the contract value. Exclude consequential damages. This is non-negotiable.*

Liability Cap: Contractor's total aggregate liability under this Agreement shall not exceed the total fees actually paid by Client under this Agreement.

Exclusion of Consequential Damages: In no event shall either Party be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, business opportunities, or business interruption, regardless of the cause of action or theory of liability.

Client-Provided Materials: Contractor is not liable for any claims arising from materials, data, content, or instructions provided by Client, including but not limited to intellectual property infringement claims related to Client-supplied assets.

9. INDEMNIFICATION

 *Keep it mutual. You cover your original work; they cover what they give you.*

Client indemnifies Contractor against any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from: (a) materials provided by Client, (b) Client's use of deliverables in a manner not contemplated by this Agreement, or (c) Client's negligence or willful misconduct.

Contractor indemnifies Client against any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from: (a) Contractor's original work infringing third-party intellectual property rights, or (b) Contractor's negligence or willful misconduct.

10. TERMINATION

 *Different from the kill fee. This covers the process; the kill fee covers the money.*


Termination for Convenience: Either Party may terminate this Agreement with [14] days written notice, subject to the cancellation terms in Section 5.

Termination for Cause: Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within [10] days of receiving written notice specifying the breach.

Upon Termination:


- Client pays for all work completed to date (subject to Section 5)
 - Contractor delivers all completed work (subject to Section 6 — IP transfers only upon payment)
 - Both Parties return or destroy the other's Confidential Information
 - Sections 6, 7, 8, 9, and 12 survive termination
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11. GOVERNING LAW

 *Use your state. If the client pushes for theirs, consider a neutral option or agree if you're comfortable.*

This Agreement shall be governed by and construed in accordance with the laws of the State of [YOUR STATE], without regard to its conflict of laws provisions.

12. DISPUTE RESOLUTION

 *Mediation first = cheaper, faster, usually works. Arbitration as backup. Litigation as last resort.*


Step 1 — Negotiation: The Parties will attempt to resolve any dispute arising under this Agreement through good-faith negotiation for a period of [30] days.

Step 2 — Mediation: If negotiation fails, the Parties agree to submit the dispute to mediation administered by [a mutually agreed-upon mediator / the American Arbitration Association] in [CITY, STATE]. Mediation costs shall be split equally between the Parties.

Step 3 — [Arbitration / Litigation]:

Option A — Arbitration: If mediation fails, the dispute shall be resolved by binding arbitration in [CITY, STATE] in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding.

Option B — Litigation: If mediation fails, either Party may pursue the dispute in the state or federal courts located in [COUNTY, STATE].

 *Choose Option A or B and delete the other. Arbitration is typically faster and cheaper. Litigation preserves your right to a jury trial.*

INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and nothing in this Agreement shall be construed to create an employment, partnership, joint venture, or agency relationship between the Parties. Contractor is solely responsible for:

- Determining the manner and means of performing the Services
- Providing their own tools, equipment, and workspace
- Paying all applicable taxes, including self-employment tax
- Maintaining their own insurance

Contractor may perform services for other clients during the term of this Agreement, provided such work does not create a conflict of interest or breach the confidentiality provisions herein.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior conversations, negotiations, and agreements (whether written or oral) relating to the subject matter herein. This Agreement may only be modified by a written amendment signed by both Parties.

SIGNATURES

Client:

Signature: _____

Printed Name: [CLIENT NAME]

Title: [TITLE]

Date: _____

Contractor:

Signature: _____


Printed Name: [YOUR NAME]

Title: [YOUR TITLE / "Independent Contractor"]

Date: _____

Quick Customization Checklist

Before sending this contract to a client, make sure you've:

- Filled in all [bracketed] fields
- Customized the Scope of Work with specific deliverables
- Set your payment schedule and deposit amount
- Chosen your revision count (2 or 3 rounds)
- Set your kill fee percentage (25-50%)
- Decided on IP transfer terms (finals only? Source files?)
- Chosen your state for governing law
- Selected arbitration or litigation for dispute resolution
- Removed all  annotation notes
- Had a lawyer review this template at least once

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