Freelance Writing Contract and Agreement

**Parties and Assignment**. This agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2015 (the “Effective Date”) by and between \_\_\_\_\_\_\_\_ (company name, hereafter referred to as “Client”), and \_\_\_\_\_\_\_\_ (hereafter referred to as “Writer”). The contract is in regards to professional freelance writing services to be performed on/for the following project (s):
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In consideration of the mutual covenants made herein, the parties agree as follows:

**Work**. Writer agrees to produce written materials such as blog posts, articles, online copy, etc. (the “Work”) at the request of the Client for fees agreed upon in advance and turn in or deliver the Work by an agreed upon deadline. Writer agrees that he/she will be the sole author of the Work, which will be original work by Writer, free of plagiarism. Writer agrees to use reasonable
care to ensure that all facts and statements in the Work are true and that the Work does not infringe upon any copyright, right of privacy, proprietary right, right of publicity or any other right of a third party. Writer agrees that Client has the right to edit the Work as it deems appropriate for publication, and that Writer will cooperate with Client in editing and otherwise
reviewing the Work prior to publication. Writer will cooperate with Client if any complaints, claims or litigation should arise regarding the Work.

**Confidentiality**: Writer acknowledges that he/she may be furnished or may otherwise receive or have access to information which relates to the Client’s past, present or future products, vendor lists, creative works, marketing strategies, pending projects and proposals, and other proprietary information which gives the Client an opportunity to acquire an advantage over its competitors who do not know or use it (the "Proprietary Information"). Writer agrees to
preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to Writer before this Agreement is signed or afterward. In addition, Writer shall not disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for his or her own benefit or for the benefit of any third party. Without limiting the generality of the foregoing, Writer shall be prohibited from discussing the Client or the Work with a representative of the press or media, either directly or indirectly, without the Client’s express prior written approval.

**Compensation**. Client agrees to pay Writer the following: \_\_\_\_\_\_\_\_\_\_\_\_. If the parameters of the Work changes, or if it involves much more time than originally estimated, Writer will inform Client and they can renegotiate the rate. Writer will submit the final invoice for the Work upon receiving approval from Client. If Writer has not received any comments or revisions within a week of submitting a completed draft, Writer will send the invoice. Writer requires half of the total estimate cost up front before beginning a rush job if for a first-time client.

Writer is responsible for the payment of all federal, state and/or local taxes with respect to the services she performs for the client as an independent contractor. The Client will not treat Writer as an employee for any purpose.

**Cancellation**. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done toward the completion of the project based on the percentage of project completed. Should Client cancel the project following its completion, Client is responsible for full payment as per the above estimate plus all other expenses
incurred.

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Client) promise payment for the services rendered by \_\_\_\_\_\_\_\_\_\_ (Writer) aforementioned Work. I assert that I have read, understood and agree to the Freelance Writing Contract and Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Customer Signature**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date**I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Writer) assert that I have read, understood and agree to the Freelance Writing Contract and Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Writer Signature**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date**