FREELANCE WRITER AGREEMENT

This document serves as a contract template designed for engagements between clients (individuals or organizations) and freelance writers, aiming to establish a formal and mutual understanding of the services to be provided. This template is structured to:

* Detail the scope of writing services, including the type of content to be created, the specific topics or subjects, and any research requirements;
* Specify deadlines, deliverable formats, revision policies, and any milestones or benchmarks critical to the project’s timeline;
* Outline payment terms, such as rates (per word, per article, or project-based), invoicing schedules, and acceptable payment methods;
* Define the rights to the work produced, addressing copyright ownership, usage rights, and any exclusivity arrangements;
* Include confidentiality clauses to protect proprietary information shared between the client and the freelance writer;
* Establish the terms for terminating the agreement, including notice periods and obligations upon termination.

This contract template is part of the many resources we provide to Legal GPS users. Using this resource does not create an attorney-client relationship. While this template and the corresponding information cover basic and common terms that apply to most businesses, it is impossible to address every situation that can arise -- some attorneys can do that. But, we can’t guarantee this template is exactly what you need for your business.

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**FREELANCE WRITING CONTRACT**

**Parties and Assignment.** This agreement (the "Agreement") is made and entered into as of the day of , 20 (the “Effective Date”) by and between (hereafter referred to as “Client”), having a place of business at and by (hereafter referred to as “Writer”).

In consideration of the mutual covenants made herein, the parties agree as follows:

**Relationship.** The parties expressly agree and acknowledge that the relationship created by this Agreement is one of an independent contractor (Writer) and party commissioning particular written works for hire (Client). Client is not the employer of Writer, and Writer is not, and will not be treated as, an employee of Client for federal tax purposes, employee benefits purposes, or any other purposes.

**Services to be Provided by Writer.** Writer agrees to submit written articles (hereafter referred to as “Articles”) to Client on topics specified by Client. Writer will submit Articles in accordance with any deadlines agreed upon by both Client and Writer and in a form satisfactory to Client.

**Changes to Material Submitted by Writer.** Writer agrees that Client may make any changes or additions to the Article(s) prepared by Writer, which Client in its sole discretion may consider necessary, and may engage others to do any or all of the foregoing, with or without attribution to Writer.

**Representations and Warranties of Writer.** For each and every Article Writer submits to Client, Writer represents and warrants that he or she is the sole author of the Article and the Article: (a) is Writer’s original work; (b) is not in the public domain; (c) is not owned in whole or in part by any third party; (d) is accurate and truthful to the best of Writer’s knowledge; and (e) has not been previously published in any manner or medium, specifically including, but not limited to, print or electronic means.

**Compensation.** Client agrees to pay Writer $ per . 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 invoice Client on the last business day of each month, for completed Articles that month. Payment shall be completed by Client to Writer within seven (7) business days upon receipt of invoice.

**Taxes.** As an Independent Contractor, Writer shall be responsible for the reporting, deposit and payment of any and all federal, state, and local taxes, including but not limited to income taxes, FICA taxes, and unemployment taxes incidental to the performance of, or payment under this Agreement.

**Contract Period and Termination.** This agreement will begin on the date set forth above and shall continue until terminated in writing by either party. Either party may terminate this Agreement at any time for any or no reason, effective upon thirty (30) days written notice.

**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. In addition, Writer shall not disclose or disseminate the Proprietary Information to any third party.

**Assignment and Ownership of Intellectual Property.** Writer expressly acknowledges that the Article(s) contributed by Writer, and Writer’s services hereunder, are being specially ordered and commissioned by Client. The parties acknowledge that any Article(s) contributed by Writer hereunder shall be considered "works made for hire" under U.S. copyright law (17 U.S.C. § 101). Client shall be the sole and exclusive owner of all rights and title in and to the results and proceeds of Writer’s contributions hereunder, at whatever stage of completion. Client shall have the right to copyright the Article(s) in its own name as author and proprietor thereof, to publish the Article, in any tangible medium of expression, now known or later developed, including without limitation the rights to archive, republish, edit, repackage or revise any Article in any manner as Client sees fit.

Writer:

Date:

Name:

Signature:

Client:

Date:

Name:

Signature: