

Freelance Contract Template

Fill in every [bracket], pick one option where you see a choice, and delete the guidance in italics before you send it. Written for freelancers who sell a service: designers, developers, writers, photographers, consultants and marketers. Works in Word, Google Docs, Pages and LibreOffice. This is a starting point for a small project, not legal advice: have it checked by a lawyer where you and your client work before you rely on it.

Freelance Services Agreement

Client: [Client business name], [client mailing address]. Contact: [name], [email]

Freelancer: [Your name or business name], [your mailing address]. Contact: [email]

Date: [Date]

Project: [Short name, for example "Website copy for five pages"]

Use the legal name and a mailing address for both sides, so it is clear exactly who is agreeing to what.

1. The work

[Your name] ("Freelancer") will provide these services to [Client business name] ("Client"):

- [Deliverable 1, specific enough to point at: "Copy for five web pages: Home, About, Services, Pricing, Contact"]
- [Deliverable 2]
- [Number] rounds of revisions on [each deliverable / the full set]. A round is one set of combined feedback from Client.

Not included: [anything people often assume is included, for example "page layout, stock photos, SEO keyword research"]. Anything outside this list is a change (section 5).

Write it so a stranger could tell whether the work is finished. Vague scope is the most common source of unpaid extra work.

2. Timeline and what Client provides

- Start date: [date]. Delivery of [first draft / milestone]: [date]. Final delivery: [date].
- Client provides [brand guide, logins, product details, photos] by [date], and names one person who gives approvals: [name].

- Client gives feedback within [3] business days of each delivery. If feedback or materials arrive late, the dates above move by the same number of days.
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3. Fees and payment

Pick ONE of the three fee options and delete the others.

- **Option A, fixed fee:** [\$ ____] for the work in section 1.
- **Option B, hourly:** [\$ ____] per hour, estimated at [number] hours. Freelancer will ask before going more than [10]% over the estimate.
- **Option C, monthly retainer:** [\$ ____] per month for [the services or hours included], billed on the [1st] of each month. Unused hours [do / do not] roll over.

Deposit: [number]% ([\$ ____]) is due on signing and is credited to [the final invoice / retainer: the last month]. Work starts when the deposit is received.

Invoices: Freelancer invoices [the balance on final delivery / at each milestone / monthly]. Each invoice is due [14] days after the invoice date, paid by [bank transfer / card / other].

Write an actual payment date, or a clear number of days from the invoice, and check that this meets your local rule. In New York City, contracts worth \$800 or more (including all agreements with the same client that add up to \$800 in any 120-day period) must be in writing and must spell out the work, the pay and the date you get paid. If the contract has no payment date, the client must pay within 30 days after the work is complete (NYC Department of Consumer and Worker Protection, nyc.gov/site/dca/workers/workersrights/freelancer-workers.page). New York State added the Freelance Isn't Free Act (General Business Law Article 44-A) on August 28, 2024, with its own rules; see dol.ny.gov/node/54011. Other places have their own rules, so check yours.

4. Late payment

- If an invoice is more than [7] days late, Freelancer may pause work until it is paid, and the dates in section 2 move accordingly.
- [Optional: a late fee of ____ on invoices more than ____ days overdue.]
- Client pays for third-party costs Freelancer buys for the project with Client's approval: [stock images, fonts, software, travel], [billed at cost / paid by Client directly].

Rules on late fees and interest differ by state and country. Check what is allowed where you work before you add a percentage.

5. Changes

If Client asks for work outside section 1, or more revision rounds than agreed, Freelancer will reply in writing with the price and the extra time. That work starts once Client approves it in writing (email is fine).

6. Who owns the work

Decide this in writing before you start. Pick ONE of the two options and delete the other.

- **Option A, ownership passes on payment:** When Client has paid all fees under this Agreement, Freelancer assigns to Client the copyright in the final deliverables. Until then, Freelancer owns them and Client may use drafts only to review them.
- **Option B, licence:** Freelancer keeps the copyright and grants Client a [non-exclusive / exclusive] licence to use the final deliverables for [purpose, for example "Client's own business marketing"], [worldwide], [for as long as Client's account is paid up / permanently], starting when all fees are paid.

Freelancer keeps ownership of anything made before or outside this project: tools, templates, code libraries, methods and unused drafts.

Client's materials (logo, text, photos, data) stay Client's. Client confirms it has the right to share them with Freelancer for this project.

Third-party materials (stock assets, fonts, plugins) stay with their owners and are used under their licences.

Portfolio: Freelancer [may / may not] show the finished work in a portfolio [after it is public / after (date)].

About "work made for hire": under US law, work a freelancer creates on commission counts as work made for hire only if it falls into one of nine specific categories (such as a contribution to a collective work, part of an audiovisual work, or a translation) AND both sides sign a written agreement saying so (US Copyright Office, Circular 30, copyright.gov/circs/circ30.pdf). Most freelance work does not fit those categories, so a written assignment like Option A is the clearer way to hand over ownership. A transfer of copyright ownership must be in writing and signed by the owner (or the owner's authorised agent) (17 U.S.C. section 204(a), copyright.gov/title17/92chap2.html). Rules differ outside the US.

7. Confidentiality

Each side keeps the other's non-public business information private and uses it only for this project. This does not cover information that is already public or that the other side already had. This duty continues for [2] years after the project ends.

8. Working relationship

Freelancer is an independent business, not Client's employee. Freelancer decides how, where and when to do the work, uses their own equipment, and is responsible for their own taxes and insurance. Freelancer may work for other clients.

9. Ending the agreement

- Either side may end this Agreement with [7] days' written notice.
 - If it ends early, Client pays for the work done up to the end date, at [the hourly rate in section 3 / the milestone amounts completed], from the deposit first. [Optional kill fee: plus ____% of the remaining fee.]
 - Client receives the finished deliverables that have been paid for. Ownership of anything not paid for stays with Freelancer.
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10. Liability

Freelancer's total liability under this Agreement is limited to the fees Client has paid under it. Neither side is liable for indirect or consequential losses, such as lost profits.

Liability limits are the clause most likely to need local wording. Many contracts leave some items outside the cap, such as unpaid fees. Have this section checked.

11. Agreement

This document is the whole agreement for this project. Changes must be in writing and accepted by both sides (email is fine). [The laws of (state or country) apply.]

Client: [Name], [title], [Client business name]

Signature: _____ Date: _____

Freelancer: [Your name], [your business name]

Signature: _____ Date: _____

Both sides should keep a signed copy.

This template is general information, not legal advice. Laws differ by country, state and city, so have it checked by a lawyer where you and your client work before you rely on it.

Example: the same agreement, filled in

A fictional freelancer and client, so you can see what "specific" looks like. Your numbers will differ.

Freelance Services Agreement: Northfield Bakery website copy

Client: Northfield Bakery Co., Albany, NY. Contact: Priya Shah. Freelancer: Lena Ortiz, Ortiz Copy, Albany, NY. Date: April 6, 2026. Project: website copy for five pages.

1. The work. Copy for five web pages (Home, About, Menu, Catering, Contact), up to 600 words each, plus a meta title and description for each page. Two rounds of revisions on the full set. Not included: page layout, photography, blog posts.

2. Timeline. Start April 13. First draft of all five pages April 24. Final copy May 8. Northfield sends its menu, catering prices and three customer quotes by April 10. Priya Shah gives approvals, within 3 business days of each draft.

3. Fees. Fixed fee of \$2,400. Deposit of 50% (\$1,200) due on signing, credited to the final invoice. The \$1,200 balance is invoiced on final delivery and is due 14 days after the invoice date, by bank transfer.

4. Late payment. If an invoice is more than 7 days late, work pauses until it is paid. No third-party costs are expected.

5. Changes. A sixth page or a third revision round is quoted in writing first. For example: "A Careers page is \$450 and adds two days. Reply 'approved' and I'll start."

6. Ownership. Option A: copyright in the final copy passes to Northfield Bakery when the \$2,400 is paid in full. Ortiz Copy keeps its unused drafts and may show the live pages in its portfolio.

7-10. Confidentiality for 2 years. Lena Ortiz works as an independent business. Either side may end the agreement with 7 days' written notice, with payment for work done from the deposit first. Liability is limited to the fees paid.

11. Agreement. New York law applies. Signed by Priya Shah and Lena Ortiz on April 6.

Fictional example. The business, the freelancer and the numbers are made up to illustrate the template, and are not a guide to what to charge.