

Freelance Copywriter Contract

This **Freelance Copywriter Contract** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Copywriter

Client

The Client and the Copywriter may be referred to individually as a "**Party**" and collectively as the "**Parties**."

The Client desires to engage the Copywriter to provide professional copywriting services, and the Copywriter agrees to provide such services under the terms and conditions set forth in this Agreement.

Therefore, in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. Services

The Copywriter shall provide copywriting and related content creation services as requested by the Client, which may include, without limitation, website content, blog articles, marketing materials, advertising copy, email campaigns, social media content, product descriptions, newsletters, scripts, press releases, and other written materials (collectively, the "**Services**").

The specific scope of work, deliverables, deadlines, content requirements, and project objectives shall be agreed upon by the Parties in writing before commencement of each project.

2. Term

This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the Termination clause.

3. Independent Contractor Relationship

The Copywriter is engaged as an independent contractor and not as an employee, partner, joint venturer, or representative of the Client.

The Copywriter shall have sole responsibility for determining the manner and means of performing the Services and shall be responsible for all taxes, insurance, licenses, permits, and other obligations arising from compensation received under this Agreement.

Nothing in this Agreement shall be interpreted as creating an employment relationship between the Parties.

4. Deliverables and Performance Standards

The Copywriter shall perform the Services in a professional and workmanlike manner consistent with generally accepted industry standards.

The Copywriter shall:

- Deliver completed work by the agreed deadlines;
- Use reasonable skill, care, and diligence in preparing content;
- Follow written instructions and brand guidelines provided by the Client;
- Produce original content except where the Client expressly requests otherwise; and
- Promptly notify the Client of any circumstance that may materially affect project completion.

The Client shall provide timely access to information, materials, approvals, and feedback reasonably necessary for the performance of the Services.

5. Compensation

In consideration of the Services, the Client shall pay the Copywriter as follows:

Description of Services	Rate or Fee	Payment Terms

Unless otherwise agreed in writing, invoices shall be payable within _____ days after receipt. The Copywriter shall submit invoices containing sufficient detail to identify the Services performed and the applicable charges. Late payments may accrue interest at the maximum lawful rate permitted by applicable law.

6. Expenses

The Client shall not be responsible for reimbursing any expenses incurred by the Copywriter unless such expenses have been approved in writing by the Client before they are incurred.

Approved expenses shall be supported by reasonable documentation.

7. Revisions

The compensation specified in this Agreement includes up to _____ rounds of revisions for each deliverable unless otherwise agreed in writing.

Additional revisions requested beyond the agreed scope may be billed at the Copywriter's standard rates or at rates separately agreed upon by the Parties.

8. Client Review and Acceptance

The Client shall review submitted deliverables within a reasonable period after receipt and shall either accept the deliverables or provide specific feedback identifying any deficiencies requiring correction.

If the Client does not provide feedback or rejection within _____ days after delivery, the deliverables may be deemed accepted.

Acceptance shall not limit the Client's rights regarding any breach of the warranties provided in this Agreement.

9. Intellectual Property Rights

Upon the Client's full payment of all amounts due for a deliverable, all rights, title, and interest in the final approved deliverable shall transfer to the Client, including any intellectual property rights that may be assigned by law. Until full payment has been received, ownership of the deliverables shall remain with the Copywriter.

The Copywriter retains ownership of any pre-existing materials, templates, methodologies, know-how, tools, and general writing techniques used in performing the Services.

The Client receives a non-exclusive license to use any such retained materials solely as incorporated into the deliverables.

10. Portfolio Rights

Unless otherwise agreed in writing, the Copywriter may display completed and publicly released work in portfolios, marketing materials, professional profiles, and similar promotional materials.

The Copywriter shall not disclose confidential information while exercising these portfolio rights.

11. Confidentiality

Each Party may receive confidential or proprietary information from the other Party in connection with this Agreement.

Each Party agrees to:

- Protect confidential information using reasonable safeguards;
- Use confidential information solely for purposes related to this Agreement;
- Limit disclosure to persons who have a legitimate need to know and who are bound by confidentiality obligations; and
- Refrain from disclosing confidential information to third parties without prior authorization.

Confidential information does not include information that is publicly available through no wrongful act, independently developed without use of confidential information, or lawfully obtained from another source without confidentiality restrictions.

The obligations contained in this clause shall survive termination of this Agreement.

12. Representations and Warranties

The Copywriter represents and warrants that:

- The deliverables will be original to the extent required by the project;
- The Services will be performed professionally and competently;
- The Copywriter has the authority to enter into this Agreement; and
- To the Copywriter's knowledge, the deliverables will not knowingly infringe the intellectual property rights of any third party.

The Client represents and warrants that it has the right to provide all materials, information, trademarks, images, and content supplied to the Copywriter for use in connection with the Services.

13. Limitation of Liability

To the maximum extent permitted by applicable law, neither Party shall be liable to the other Party for indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or relating to this Agreement.

The total liability of either Party arising from this Agreement shall not exceed the total amount paid or payable under this Agreement during the twelve-month period preceding the event giving rise to the claim.

This limitation shall not apply to obligations arising from fraud, intentional misconduct, confidentiality breaches, or infringement of intellectual property rights.

14. Indemnification

Each Party shall indemnify and hold harmless the other Party from losses, damages, liabilities, costs, and expenses arising from that Party's breach of this Agreement, violation of applicable law, or infringement of third-party rights.

The Party seeking indemnification shall promptly notify the other Party of any claim and provide reasonable cooperation in its defense.

15. Termination

Either Party may terminate this Agreement without cause by providing [Number] days' prior written notice to the other Party.

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- Materially breaches this Agreement and fails to cure the breach within a reasonable period after receiving notice;
- Becomes insolvent or ceases business operations; or
- Engages in conduct that materially impairs its ability to perform its obligations under this Agreement.

Upon termination:

- The Client shall pay the Copywriter for all Services properly performed up to the termination date;
- The Copywriter shall deliver completed work for which payment is due;
- Each Party shall return or destroy confidential information upon request, subject to any legal retention requirements; and
- Rights and obligations intended to survive termination shall remain in effect.

16. Non-Exclusivity

Nothing in this Agreement shall restrict either Party from entering into similar arrangements with other persons or entities.

The Copywriter may provide services to other clients, provided such activities do not conflict with obligations under this Agreement.

17. Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from events beyond its reasonable control, including natural disasters, governmental actions, labor disputes, widespread technology failures, acts of war, civil disturbances, or other unforeseeable events.

The affected Party shall promptly notify the other Party and resume performance as soon as reasonably practicable.

18. Notices

Any notice required under this Agreement shall be provided in writing and delivered by personal delivery, recognized courier service, electronic mail, or other verifiable means to the addresses designated by the Parties.

A notice shall be deemed received when delivered or when transmission is reasonably confirmed.

19. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of _____, without regard to conflict of law principles.

The Parties shall first attempt in good faith to resolve any dispute through negotiation.

If a dispute cannot be resolved through negotiation, the Parties agree to submit the matter to mediation before commencing litigation, except where urgent equitable relief is necessary.

20. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets.

21. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, proposals, negotiations, and agreements relating to the same subject matter.

22. Amendments

Any amendment or modification of this Agreement shall be made in writing and signed by both Parties.

23. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

24. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one agreement.

Electronic signatures shall be deemed valid and enforceable to the fullest extent permitted by applicable law.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Freelance Copywriter Contract as of the Effective Date.

Copywriter

Name

Date

Signature

Client

Name

Date

Signature



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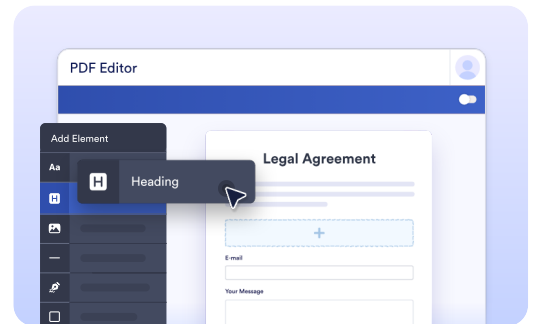
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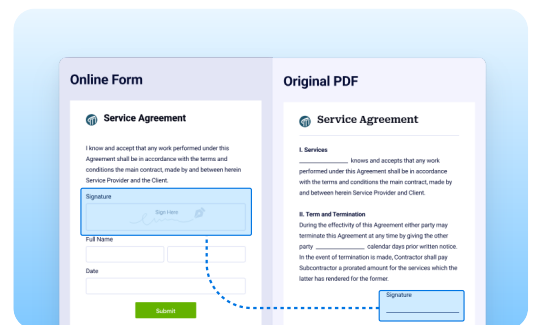
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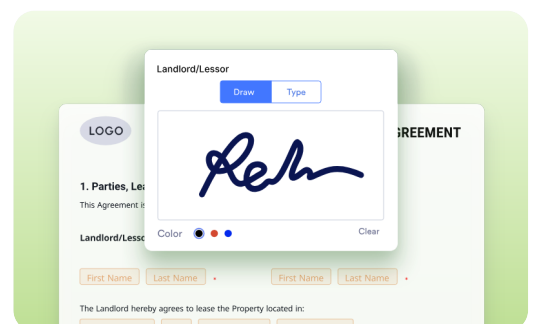
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