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#13 FREELANCE SERVICES AGREEMENT

Also serves as: Independent Contractor Agreement

This Freelance Services Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] by and between:

Client: [PARTY A NAME], a [PARTY A ENTITY TYPE] with a principal address of [PARTY A ADDRESS] ("Client")

Contractor: [PARTY B NAME], a [PARTY B ENTITY TYPE] with a principal address of [PARTY B ADDRESS] ("Contractor")

This Agreement also serves as an Independent Contractor Agreement.

1. Services

Contractor agrees to perform the services described in Exhibit A (the "Services"), which is attached hereto and incorporated by reference. Contractor shall commence the Services on [START DATE] and complete them by [END DATE], unless the Parties otherwise agree in writing.

Contractor shall have reasonable discretion over the manner and means of performing the Services, provided that all Services meet the deliverables and quality standards set forth in Exhibit A.

2. Independent Contractor Status

Contractor is an independent contractor and not an employee, partner, agent, or joint venturer of Client. Contractor is solely responsible for all federal, state, and local taxes, withholdings, insurance, workers' compensation, and other obligations arising from or related to Contractor's compensation. Client shall have no obligation to withhold or pay any income tax, Social Security, Medicare, unemployment insurance, or similar amounts on behalf of Contractor.

[NOTE: Worker classification is subject to multi-factor tests that vary by state and federal law, including the ABC test applied in California and other states. Misclassification carries significant legal and financial consequences. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this classification.]

3. Compensation and Payment

3.1 Rate. Client shall compensate Contractor at a rate of [DOLLAR AMOUNT], structured as a [PAYMENT STRUCTURE] (for example: per hour, flat project fee, or per milestone, as specified in Exhibit A).

3.2 Invoicing. Contractor shall submit invoices to Client on a [INVOICE FREQUENCY] basis. Payment is due within [PAYMENT DUE DAYS] calendar days of Client's receipt of a valid invoice.

3.3 Late Payment. Invoices not paid within the payment period shall accrue interest at a rate of [LATE FEE RATE]% per month on the outstanding balance from the due date until paid in full.

3.4 Expenses. Client shall reimburse Contractor for documented, pre-approved out-of-pocket expenses incurred in connection with the Services, within [EXPENSE REIMBURSEMENT DAYS] calendar days of Contractor's submission of receipts.

4. Intellectual Property

All work product, deliverables, inventions, software, content, and other materials created by Contractor specifically for Client in connection with the Services ("Work Product") shall be the sole and exclusive property of Client and are deemed works made for hire to the maximum extent permitted by applicable law. To the extent any Work Product does not qualify as a work made for hire under applicable law, Contractor hereby irrevocably assigns all right, title, and interest therein to Client, without further compensation.

Contractor retains ownership of any pre-existing tools, methodologies, frameworks, or other intellectual property developed prior to or independently of this Agreement ("Contractor IP"). Client is granted a non-exclusive, royalty-free license to use Contractor IP solely as incorporated into the Work Product delivered under this Agreement.

[NOTE: Works-made-for-hire and IP assignment rules vary by state. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

5. Confidentiality

Contractor agrees to hold all non-public business, financial, technical, and operational information of Client ("Confidential Information") in strict confidence and not to disclose, reproduce, or use it for any purpose other than performing the Services under this Agreement. This obligation survives termination or expiration of this Agreement for a period of [SURVIVAL PERIOD] years.

6. Representations and Warranties

Contractor represents and warrants that: (a) Contractor has full authority to enter into this Agreement and to perform all obligations hereunder; (b) the Services and Work Product are original to Contractor and do not infringe the intellectual property rights of any third party; (c) Contractor is not bound by any agreement that would restrict Contractor's ability to perform the Services; and (d) the Work Product will conform in all material respects to the specifications set forth in Exhibit A.

7. Term and Termination

7.1 Term. This Agreement commences on the Effective Date and continues until the Services are completed or until earlier terminated in accordance with this Section.

7.2 Termination for Convenience. Either Party may terminate this Agreement upon [NOTICE PERIOD] written notice to the other Party.

7.3 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 the breach within [CURE PERIOD] calendar days of receiving written notice specifying the breach.

7.4 Effect of Termination. Upon termination for any reason, Client shall pay Contractor for all Services satisfactorily performed through the effective date of termination. Contractor shall promptly deliver to Client all completed Work Product and any work in progress as of the termination date.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO CONTRACTOR IN THE [LIABILITY CAP PERIOD] MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of [GOVERNING LAW STATE], without regard to its conflict of laws principles. Any dispute arising under or related to this Agreement shall be resolved exclusively in the state or federal courts of [DISPUTE RESOLUTION COUNTY], [GOVERNING LAW STATE]. The prevailing Party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

10. General Provisions

10.1 Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior negotiations, representations, and understandings.

10.2 Amendments. This Agreement may only be amended by a written instrument signed by authorized representatives of both Parties.

10.3 Severability. If any provision is found invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

10.4 Counterparts. This Agreement may be executed in one or more counterparts, including electronic or digital counterparts, each constituting an original.

10.5 No Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any other provision.

CLIENT

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

CONTRACTOR

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____
