

FREELANCE WRITING & EDITING CONTRACT - Tim White Writing **Updated 27 Jan 2021**

Parties and Assignment: This agreement is made and entered into as of the **DATE** (the “Effective Date”) by and between **CLIENT (contact email: client@site.com)**, hereafter referred to as the “Client,” and **Tim White (contact email: info@timwhitewriting.com)**, hereafter referred to as the “Contractor.” The Agreement is in regards to professional freelance writing and/or editing services to be performed on/for the following project(s):

DESCRIPTION OF WORK

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

Work: Contractor agrees to create or edit written materials such as text and articles (the “Work”) at the request of the Client for fees agreed upon in advance and to deliver the Work by an agreed-upon deadline of: **DEADLINE**. Contractor agrees that he will be the sole author or editor of the Work, which will be original work that is free of plagiarism. Contractor agrees to use reasonable care to ensure that all facts and statements contained within Work that the Contractor has created 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 any third party. Contractor agrees that Client has the right to edit the Work as they deem appropriate for publication, and the Contractor will cooperate with the Client in editing and otherwise reviewing the Work prior to its final submission and approval by the Client.

Confidentiality: Contractor acknowledges that he 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”). Contractor agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to the Contractor before this Agreement is signed or afterward. In addition, Contractor shall not disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for his own benefit or for the benefit of any third party. Without limiting the generality of the foregoing, Contractor 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 and Attribution: Client agrees to pay Contractor one of the following: \$ **RATE** per hour, \$ **RATE** per word, or a flat fee of \$ **RATE** . If the parameters of the Work change, or if it involves substantially more time than originally estimated, Contractor will

inform Client and the rate may be renegotiated. Contractor will submit invoices as follows: **INVOICING SCHEDULE.** If Contractor has not received any comments or requests for revisions within **14 calendar days** of submitting a completed assignment, Contractor will assume Client has accepted the Work and will issue the final invoice. Unless otherwise negotiated and specified in writing, each article or project includes **2** rounds of editing/revisions at the aforementioned rate; further edits will incur an additional fee of **\$X/hour or \$X/word**. Contractor requires a signed Agreement before beginning Work; **this Agreement shall apply by default and in perpetuity to each assignment performed for the Client until and unless a new Agreement is signed by both parties.** Incidental expenses that are necessary and relevant to the Work performed, such as long distance phone calls, travel expenses, postage, courier service etc. are absorbed by Contractor, unless the total amount of such expenses exceeds **\$20**, in which case the Client will be provided with itemized receipts and billed for these expenses. Mileage to special events or interviews is billed at the rate currently accepted by the IRS. If significant expenses in excess of **\$20** are to be incurred in the course of performing the Work, the Contractor shall provide an estimate of those expenses for the Client to approve or deny **before** said expenses are incurred or paid by the Contractor.

Unless otherwise specified in this agreement, the Contractor **does not ghostwrite.** The Contractor's byline shall appear prominently and permanently on each published work without exception.

The Contractor is responsible for the payment of all federal, state and/or local taxes with respect to the services he performs for the client as an independent contractor. The Client will not treat Contractor as an employee for any purpose, including withholding any form of payroll taxes. Clients who are legally required to file US tax returns agree to submit an accurate **form 1099** to the Contractor, postmarked no later than **January 31st of each year** for all Work performed during the prior calendar year. This form shall be **MAILED OR EMAILED** to the Contractor at the following address: info@timwhitewriting.com OR **<physical address>**. The Contractor's SSN/Tax ID for this purpose is: **XX-XXXXXXX**. The Contractor's personal information shall not be disclosed to any third party or used by the Client for any other purpose.

Payment and Collection: Unless otherwise specified in writing, invoices not paid within **30 days** of the invoice date will accrue interest at **10% per month**. Client agrees to pay for each check returned for insufficient funds or any other reason at **\$35 per occurrence or 5% of the value of each returned item, whichever is greater**. Client agrees to pay all fees associated with debt collection if the account is placed with an attorney or agency for collection of an unpaid invoice, defined as greater than **90 days** past due. Client agrees that the purchase of the services described herein constitutes "doing business" in the state of **Arizona** and submits themselves to the jurisdiction of the state of **Arizona** with respect to

any suit brought by the Contractor to collect any sums hereunder. The parties agree that the only venue for any suit brought by either of them with respect to the services sold hereunder shall be in the court of **Maricopa County, Arizona**. In the event of any disagreement, the Contractor and Client both agree to act in good faith and to make all reasonable attempts to reach a mutually satisfactory agreement before pursuing legal action.

Deposits: Unless otherwise specified in this agreement, all new clients are required to pay a refundable deposit in the amount of \$250 before work begins. This deposit will be applied as a credit against all billable content until it is exhausted, at which time the Contractor will bill in arrears as agreed above. The Contractor may, at his sole discretion, elect to waive the deposit on a case-by-case basis.

Client Approval: Client is responsible for providing written acceptance of the Work upon completion. This approval can be in the form of wet signatures, digital signatures, email, or otherwise notated in an electronic format provided that it can be reasonably assumed that no party other than the Client or their authorized signers have the ability to modify that document. Upon final approval of the Work, Client accepts responsibility for any further processes in which the Work is to be used (i.e., film output, printing, etc.). Contractor is not responsible for errors occurring in the Work or projects related to the Work after it has been accepted by the Client.

Changes: Any verbal or written changes made by the Client to the scope of the Work following its initiation by the Contractor are potentially subject to additional charges. Should such changes negate any part of the Work already completed at the time the changes are requested, Client accepts responsibility for payment of the completed work and all services related to it, in addition to charges for the change itself. A new contract shall be signed for any additional services that fall outside the scope of this Agreement.

Cancellation: Upon written cancellation of this Agreement, Client is responsible for payment of all expenses incurred and any Work done toward the completion of the project based on the percentage of project completed. This percentage will be calculated at the Contractor's sole discretion. Should Client cancel the project following its completion, Client is responsible for full payment plus all other expenses incurred. The entirety of the balance due to the Contractor for all Work completed at the time of cancellation is to be paid within **14 calendar days**.

Signatures and Confirmations

I, **CLIENT**, assert that I am either contracting the Contractor directly to perform services on my own behalf or that I am authorized to do so on behalf of **BUSINESS** and that I have the authority to promise payment for the aforementioned services. I assert that I have read, understand, and agree to this entire document.

Client Signature

Date

I, **Tim White**, assert that I have read, understand, and agree to this entire document.

Contractor Signature

Date