

FREELANCER AGREEMENT

[DATE]

[Method of Delivery]

[Name and Address]

Dear [Contributor's Name]:

This agreement sets out the terms of a Freelancer Agreement between [COMMISSIONING ENTITY'S NAME] ("Company") and you ("Contributor") regarding the work(s) to be created or done by the Contributor at the request of the Company from time to time during the term as defined below.

I. Term.

Check whichever applies:

- This Agreement is effective from the date set forth above until one/[NUMBER] [month(s)/year(s)] from such date/terminated by either party by written notice to the other] (the "**Term**").
- This Agreement is only intended to cover one or more works defined and commissioned when the Agreement is signed and, as such, the duration of this Agreement shall only extend until such works are completed.

II. Work(s).

The contributor shall create and provide to the Company the work(s) described in this Agreement (referred to herein as "the work", "each work", and collectively, "the works") following the criteria set forth below.

Work(s): [Type of works, including general descriptions and specifications of such works].

Purpose: [Purpose for which the work is to be performed].

III. Contributor Responsibilities.

Concerning each Work commissioned during the Term, the Contributor shall:

1. Deliver [the/each] Work to the Company on a timely basis in the formats and on or via the media, and to the address, set forth herein: [ADDRESS].
2. Before the delivery of [the/each] Work, obtain from all persons who are, or whose property is, identified, depicted, or otherwise referred to in such Work, such written and signed licenses, permissions, waivers, and consents (collectively, “**Permissions**” and each, individually, a “**Permission**”), including those relating to publicity and privacy, as are or reasonably may be expected to be necessary for the Company to exercise its rights in such Work, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such person.

IV. Grant of Rights.

1. The Company shall be the sole and exclusive owner in perpetuity throughout the universe of all rights, title, and interests in and to the Work(s), including all copyrights and other intellectual property rights therein (including all extension and renewals thereof, all reversion rights therein, and the right to register and sue to enforce such copyrights against alleged and actual infringers) and all exploitation and allied, ancillary, and subsidiary rights therein (including the rights to exploit the Work(s), in perpetuity, throughout the universe, in any media and by any technologies and means of delivery whether now known or hereafter known or devised.
2. The Company hereby grants the Contributor a limited license to the use of the Work(s) for the following purpose(s): [Leave Blank or delete, along with the letter (a) above if this provision will not be a part of the final agreement].

V. Ownership.

The Contributor will own and retain all rights, titles, and interests in and to the Work(s), subject to the license granted in this Agreement. The Licensee shall own and retain all rights, titles, and interests in and to all Adaptations of the Work(S) made by, or by any third party for the benefit of, the Licensee, subject to the Contributor’s rights in the underlying Work(s).

VI. Use of the Contributor’s Name, Likeness, and Information.

The Contributor hereby grants to the Company and its affiliates, and each of their respective direct and indirect successors, licensees, and assigns, the perpetual, worldwide right to use the Contributor's name, image, likeness, and biographical and professional information, including information that the Contributor provides to the Company and any other information about the Contributor that is publicly available, in connection with the Work(s), including to advertise and promote the same, in any media and by any technological means of delivery whether now or hereafter known or devised, without further consent from or any royalty, payment, or other compensation to the Contributor.

VII. Payment.

1. In full consideration of the Contributor's creation and timely delivery of the Work(s) and all rights granted to the Company hereunder, and provided that the Contributor is not in breach of this Agreement, and subject to the provisions in this Agreement, the Company shall pay the Contributor a fee in the amount of [AMOUNT OF PAYMENT] based on the following rates: [BASIS FOR DETERMINING FEE].
2. The Company's payment obligation is conditioned upon the Contributor's full compliance with the obligations set forth in this Agreement and a properly completed IRS form W-9 from the Contributor. Moreover, the Company is not obligated to pay the Contributor for any Work(s) delivered late or that does not comply with this Agreement, including the criteria for such Work(s) as set forth in this Agreement, unless the Company publishes the Work(s) as it may decide in its sole discretion.

VIII. Representations and Warranties.

The Contributor hereby represents and warrants that the Work(s) provided to the Company is the sole and exclusive creation of the Contributor; that it has not been, and prior to the Company's publication thereof will not be, published or otherwise made publicly available, in whole or in part; is not libelous or otherwise defamatory; and does not, and use thereof will not infringe or otherwise violate any right of any third-party, including any copyright, trademark, patent, trade secret, or other intellectual property right, or any right of publicity or privacy.

IX. Indemnification.

The Contributor shall indemnify, defend, and hold harmless the Company and its affiliates, as well as its respective officers, directors, employees, agents, successors and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorney's fees and disbursements, arising from or relating to any material breach or alleged breach by the Contributor of its representations, warranties, or other obligations hereunder.

X. Miscellaneous.

1. This Agreement is personal to the Contributor. Under this Agreement, the Contributor will not assign or otherwise transfer any of its rights, delegate, subcontract, or otherwise transfer any of its obligations or performance. Any purported assignment, delegation, or transfer in violation of this provision shall be considered void. The Company may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance under this Agreement.
2. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
3. This Agreement and all matters arising out of or in relation to his Agreement, including tort claims, are governed by the laws of the state of [INSERT STATE], including its statutes of limitations and all applicable state choice of law statutes.
4. This Agreement, including any schedules or addendums incorporated herein by reference or otherwise, constitutes the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, with respect to the subject matter.
5. No amendment to this Agreement shall be valid unless it is in writing and signed by an authorized representative of each party.

By: _____

Name

Title: _____

Email address: [ADDRESS]

Accepted and agreed as of the date first written above by:

[NAME OF CONTRIBUTOR]

Date: _____

cc: [NAME OF EACH PERSON TO RECEIVE A COPY]

SCHEDULE A

WORK(S)

Description of Work	Delivery Format/Media	Address of Delivery

[COMPANY NAME AND ADDRESS]