

Freelance Writing Contract

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Freelance Writing Contract

This Freelance Writing Contract (this "Agreement") is made on [Date] between [Client's full legal or registered business name] of [Client's address] (the "Client") and [Writer's full legal or trading name] of [Writer's address] (the "Writer").

The Client wishes to engage the Writer to write [Describe the commission, e.g. a 1,200-word feature article for the Client's blog] (the "Commission", and each individual piece of writing delivered under it a "Piece"). The Writer agrees to carry out that work on the terms set out below. This Agreement replaces any pitch, brief or estimate previously exchanged, except where a document is expressly attached to and incorporated into this Agreement.

1. The Parties and the Engagement

The Client engages the Writer as an independent contractor, not as an employee, partner, agent or joint venturer. The Writer decides how, when and where the work is performed, supplies their own equipment and research tools, and is free to write for other clients during the term of this Agreement.

The Writer is responsible for their own taxes, insurance and any statutory contributions arising from payments under this Agreement, and is not entitled to employee benefits of any kind. Where the Writer uses a researcher, transcriber or editor for part of the Commission, the Writer remains fully responsible to the Client for that work and for that person's compliance with this Agreement.

Day-to-day contact for the Commission is [Client's named contact and email] for the Client and [Writer's named contact and email] for the Writer. Approvals, change requests and notices are only effective when sent in writing to those addresses.

2. Scope of Work and Deliverables

The Writer will produce the following for the Commission:

- (a) [Number of Pieces] Piece(s) of [Type, e.g. feature articles, blog posts, product descriptions, ghostwritten LinkedIn posts] , on the topic(s) or angle(s) set out in [Brief reference, e.g. "the attached brief" or a short description] ;
- (b) a target length of [Target word count] words per Piece, subject to the tolerance in clause 6;
- (c) intended for publication on or by [Publication or platform, e.g. the Client's website, a named outlet] ;
- (d)

[List any other included work, e.g. one round of source interviews, a suggested headline, meta description, social copy] ;

and

(e) delivery in

[Delivery format, e.g. a shared Google Doc, Markdown file, or directly into the Client's CMS] .

3. Out of Scope

Anything not listed in clause 2 is out of scope. For the avoidance of doubt, and unless the Parties agree otherwise in writing, the following are NOT included: original photography, illustration or graphic design; translation into another language; search-engine optimisation beyond the basic on-page fields listed in clause 2; paid distribution or promotion of the published Piece; fact-checking of material the Client supplies as final and attributable to a named source; and more than

[Number of hours] hours of original interviews or primary research per Piece.

Where the Commission requires paid third-party services (stock imagery, a transcription service, a paywalled research database), the Client pays for them directly. The Writer may purchase them on the Client's behalf only with prior written approval, in which case the cost is re-invoiced at cost plus [Handling percentage, e.g. 0%] .

4. Changes to Scope

Either Party may request a change to the scope at any time — a different topic, a different angle, a different target publication, or a materially different word count from the one in clause 2. A request becomes a change to this Agreement only when the Writer has provided a written change note stating the new scope, the additional fee if any, and the effect on the timeline, and the Client has approved that change note in writing.

Requests made in passing — in a call, a chat message or a comment on a draft — are not change notes and create no obligation on the Writer to perform the work. Until a change note is approved, the Writer continues to work to the scope in clause 2, and no deadline shifts as a result of the request.

Additional work approved under this clause is charged at

[Rate for additional work, e.g. per-word or hourly rate] unless the change note states a fixed price.

5. Timeline and Deadlines

The Commission starts on [Start date] . A first draft of each Piece is due by [Draft deadline] , and the final, revised Piece is due by [Final deadline] , subject to the review windows in clause 6 and timely delivery of Client materials under clause 7.

Deadlines assume the Client meets its obligations under clause 7 and responds to drafts within the windows in clause 6. Delays caused by the Client extend every subsequent deadline by at least the length of the delay, and the Writer may reschedule the remaining work to the next slot available in the Writer's calendar.

6. Word Count and Acceptance Criteria

Each Piece is accepted for payment purposes only once it meets all of the following: (a) its length is within [Word-count tolerance, e.g. 10%] of the target word count stated for it in clause 2 or in the applicable change note; (b) it follows the topic, angle and any style guide supplied under clause 7; and (c) any factual claim, statistic or quotation in it is supported by a source the Writer can identify on request.

The Client will review each Piece against these criteria and either accept it or return specific written reasons for rejection within [Acceptance review window, e.g. five (5) business days] of delivery. A Piece rejected only for falling outside the word-count tolerance in (a) is returned to the Writer to be lengthened or cut to the target range at no additional charge and does not use one of the revision rounds in clause 8. A Piece rejected under (b) or (c) is handled as a revision under clause 8.

If the Client does not respond within [Deemed acceptance period, e.g. ten (10) business days] of delivery, the Piece is deemed accepted. A Piece that meets (a) through (c) may not be rejected for a stylistic preference not stated in the brief or style guide supplied under clause 7.

7. Client Materials, Research and Sources

The Client will supply the brief, any style guide, background material, access to named interview subjects, and any other information the Writer reasonably needs for the Commission, by [Materials deadline] .

If materials are not supplied by that deadline, the Writer may proceed on reasonable assumptions clearly flagged in the draft, and the affected deadline in clause 5 is extended by the length of the delay. If the outstanding materials remain outstanding for more than [Grace period, e.g. thirty (30) days] , the Writer may invoice all work completed to date, place the Commission on hold, and charge a re-engagement fee of

[Re-engagement fee] to restart it.

The Client warrants that any material, quotation or source it supplies is accurate to the best of its knowledge and that it has the right to provide it to the Writer, and will indemnify the Writer against any claim arising from material the Client supplied or attributed statements the Client asked the Writer to include.

8. Revisions

The fee in clause 9 includes [Number of revision rounds, e.g. two (2)] rounds of revisions per Piece. A round is one consolidated set of written feedback from the Client, delivered in a single response; the Writer will action that set in full before the next round begins.

Revisions cover refinement of a Piece already delivered within the agreed scope — tightening, tone adjustments, reordering, fact corrections, and bringing a Piece within the word-count tolerance under clause 6. They do not cover a new topic, a new angle, a different target publication or a materially different word count, all of which are changes to scope under clause 4.

Revisions beyond the included rounds, and any revision requested after a Piece has been accepted or deemed accepted under clause 6, are charged at [Rate for extra revisions] per hour, billed in [Minimum billing increment, e.g. 30-minute] increments and invoiced monthly. The Writer will tell the Client in writing before starting work that will be charged at that rate.

9. Fees and Payment Schedule

The fee for the Commission is [Total fee, or per-Piece / per-word rate and currency] , exclusive of any sales tax, VAT or GST, which is added where applicable.

Invoices are payable within [Payment terms, e.g. seven (7) days] of the invoice date. Amounts unpaid after the due date carry interest at [Late payment interest, e.g. 1.5%] per month, or the maximum rate permitted by law if lower, accruing daily from the due date until payment is received.

If any invoice is more than [Suspension trigger, e.g. fourteen (14) days] overdue, the Writer may suspend all work and withhold delivery of drafts and files until the account is settled in full. Time lost to a suspension extends every deadline in clause 5, and the Writer is not liable for any consequence of a delay caused by non-payment.

The Client will pay the fee as follows:

- (a) a non-refundable deposit of [Deposit amount or percentage, e.g. 30%] , invoiced on signature and payable before work begins; and
- (b) the balance on acceptance of each Piece under clause 6, invoiced within

[Invoice period, e.g. three (3) business days] of acceptance.

10. Kill Fee for Cancelled Commissions

If the Client commissions a Piece and then cancels it before it is accepted under clause 6 — whether by written notice, by failing to respond to two written requests for the materials needed to continue, or by terminating this Agreement under clause 15 — the Client pays a kill fee for that Piece in addition to any amount already invoiced, calculated as follows:

- (a) [Outline-stage kill fee, e.g. 25%] of that Piece's fee if cancelled before a first draft is delivered;
- (b) [Draft-stage kill fee, e.g. 50%] of that Piece's fee if cancelled after a first draft is delivered but before it is accepted; and
- (c) [Post-acceptance kill fee, e.g. 100%] of that Piece's fee if cancelled after acceptance but before publication, since the fee is earned on acceptance under clause 9 regardless of whether the Client goes on to publish.

11. Delivery, Formatting and Publication

The Writer delivers each accepted Piece in the format stated in clause 2, together with any headline options, meta description or social copy included in the scope. The Client is responsible for copy-editing to house style, legal review before publication, and the act of publishing.

This Agreement does not obligate the Client to publish an accepted Piece, or to publish it by any particular date, unless clause 2 states a publication date as part of the scope. A Piece accepted under clause 6 is paid for under clause 9 whether or not it is ultimately published.

12. Byline, Ghostwriting and Attribution Rights

The Parties agree that the Commission is one of the following, as marked in clause 2 or stated in writing before the first draft is delivered: (a) "Byline" — the Piece is published under the Writer's own name, with the byline reading [Byline as it should appear, e.g. writer's full name] and, where the platform supports it, a short author bio supplied by the Writer; or (b) "Ghostwritten" — the Piece is published anonymously or under [Name the Piece will be attributed to, e.g. the Client's name or a named executive], and the Writer will not be credited as its author on the published Piece.

If the Commission is Ghostwritten, the Writer waives any right to be publicly identified as the author of the Piece under this Agreement and will not claim public authorship of

it, and each Party will keep the existence of the ghostwriting arrangement confidential and will not disclose the Writer's involvement to any third party without the other Party's written consent. This waiver applies only to the published Piece; it does not extend to drafts, notes or any other work the Writer creates outside this Agreement.

Where the Writer has a statutory moral right to be identified as the author of a Piece under the law of the Writer's jurisdiction, and the Commission is marked Ghostwritten, the Writer waives that right to the fullest extent the law of that jurisdiction permits. Where local law does not permit such a waiver, the Parties will agree a form of non-public acknowledgement that satisfies the law without crediting the Writer on the published Piece.

13. Intellectual Property and Ownership Transfer

Until the Writer has received the total fee for a Piece in cleared funds, the Writer retains full ownership of that Piece, including all drafts. During that period the Client has a limited, revocable licence to review the Piece for the purpose of accepting it under clause 6, and no right to publish, copy or distribute it.

On acceptance and payment of a Piece in full under clause 9, the Writer assigns to the Client all right, title and interest in that Piece as delivered, including the text and any headline or social copy delivered with it. The Writer will sign any further document the Client reasonably requires to give effect to that assignment.

Excluded from that assignment and never transferring: the Writer's notes, research and interview recordings not incorporated into the delivered text, which the Writer may keep and reuse for other purposes provided doing so does not disclose Confidential Information of the Client or breach clause 12; quotations and statements attributed to a named third party, which remain that person's own words; and drafts, angles or Pieces the Client did not commission or accept.

14. Portfolio Rights and Credit

Where a Piece is Byline under clause 12, the Writer may list it — including the published URL, an excerpt, and the Client's name — in the Writer's portfolio, website, pitches to other clients and awards entries. This right applies once the Piece is publicly published and survives completion or termination of this Agreement.

Where a Piece is Ghostwritten under clause 12, the Writer may not publicly reference the Piece, the Client, or the fact of the engagement in any public portfolio or pitch. The Writer may privately describe the scope and volume of the work (without naming the Client or quoting the text) when pitching a prospective client, and may list the Client as a private reference on request.

The Writer will not disclose any information the Client has marked confidential, or any commercially sensitive figures, without the Client's written consent, regardless of whether the Piece is Byline or Ghostwritten.

15. Termination

Either Party may terminate this Agreement by giving [Notice period, e.g. fourteen (14) days] written notice. Either Party may terminate immediately if the other commits a material breach that is not remedied within [Cure period, e.g. seven (7) days] of written notice of it, and the Writer may terminate immediately if any invoice is more than [Payment default period, e.g. thirty (30) days] overdue.

On termination for any reason the Client will pay, within [Final settlement period, e.g. seven (7) days] : all fees for Pieces already accepted or deemed accepted under clause 6; the kill fee under clause 10 for any Piece commissioned and in progress at the time of termination; and any third-party costs the Writer has already committed on the Client's behalf. The deposit is non-refundable and is credited against those amounts, except that where the Writer terminates for convenience, or the Client terminates for the Writer's unremedied material breach, the Writer shall refund the part of the deposit that exceeds the amounts due under this clause.

16. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] . Before starting proceedings, the Parties will attempt in good faith to resolve the dispute by discussion between the named contacts in clause 1.

Except for the Client's payment obligations and either Party's liability for death, personal injury, fraud, or infringement of the other's intellectual property, each Party's total liability under this Agreement is limited to the total fee paid or payable by the Client, and neither Party is liable for loss of profit, revenue, data, goodwill or any indirect or consequential loss. Neither Party is liable for a delay caused by an event outside its reasonable control, provided it notifies the other promptly; this does not excuse an obligation to pay amounts due.

This Agreement is the entire agreement between the Parties about the Commission and may only be amended in writing signed by both Parties, or by an approved change note under clause 4. Neither Party may assign it without the other's written consent, not to be unreasonably withheld. If any provision is held unenforceable, the rest continues in

force, and a failure to enforce a provision is not a waiver of it. The Client's warranty and indemnity in clause 7, clauses 10, 12, 13 and 14, and this clause survive termination, as does any obligation to pay an amount that accrued before termination.

17. Signatures and Date

This Agreement takes effect on the date of the last signature below, and neither Party is bound by it until both have signed. Until then it is a proposal only, and the Writer is under no obligation to begin work or hold capacity.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. The Parties agree that an electronic signature has the same effect as a handwritten one.

Each person signing below confirms that they have read this Agreement, agree to it, and are authorised to sign it on behalf of the party they represent.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Writer

Signature: _____

Printed name: _____

Date: _____