THE FREELANCE PROTECTION CONTRACT

A Business-First Contract Template for Independent Professionals

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WHY THIS CONTRACT EXISTS (The Business Logic)

After studying business management and working on real projects, I noticed a pattern: Talented freelancers lose money not because they lack skills, but because they lack business structure. This contract is built on three pillars:

1. CLARITY: Every expectation is documented before work begins.
2. PROTECTION: Both parties know exactly what happens if things go wrong.
3. PROFESSIONALISM: You signal to clients that you run a serious business.

This is not legal advice. This is a business framework. For complex legal matters, consult a licensed attorney in your jurisdiction.

CONTRACT TEMPLATE

FREELANCE SERVICES AGREEMENT

Date: _____

BETWEEN:

[YOUR FULL NAME / BUSINESS NAME]

Address: [Your Address]

Email: [Your Email]

("The Freelancer")

AND:

[CLIENT FULL NAME / BUSINESS NAME]

Address: [Client Address]

Email: [Client Email]

("The Client")

1. SCOPE OF WORK

The Freelancer agrees to provide the following services:

_____

Deliverables:

□ Deliverable 1: _____

□ Deliverable 2: _____

□ Deliverable 3: _____

The scope defined above constitutes the complete agreement. Any work outside this scope will require a separate written agreement and additional payment.

2. **TIMELINE**

Project Start Date: _____

Project End Date: _____

Milestones:

□ Milestone 1: _____ Due: _____

□ Milestone 2: _____ Due: _____

□ Milestone 3: _____ Due: _____

3. **PAYMENT TERMS**

Total Project Fee: $_____

Payment Structure (select one):

□ 50% upfront, 50% upon completion

□ 33% upfront, 33% at midpoint, 34% upon completion

□ 100% upfront (for projects under $500)

□ Monthly retainer: $_____ due on the ___ of each month

Late Payment Policy:

- Invoices are due within 7 days of receipt.
- Work pauses and deliverables are withheld if payment is overdue
- Work pauses if payment is more than 14 days overdue.
- Work resumes only after full payment including late fees.

4. **REVISIONS & CHANGE REQUESTS**

- This agreement includes ___ rounds of revisions.
- Additional revisions billed at $_____ per round.
- Change requests outside the original scope require a new quote.
- Client must provide consolidated feedback, not scattered requests.

5. **INTELLECTUAL PROPERTY**

- The Freelancer retains ownership of all work until final payment is received.
- Upon full payment, the Client receives full ownership rights to final deliverables.
- The Freelancer retains the right to use the work in their portfolio unless otherwise agreed in writing.
- Source files (if applicable) are delivered only upon full payment and only if explicitly included in the scope.

6. **TERMINATION**

- Either party may terminate this agreement with 7 days written notice.
- Initial deposits are non-refundable once work has commenced.
- If Client terminates: Client pays for all work completed up to the termination date.
- If Freelancer terminates due to Client breach: Client pays for all completed work and forfeits the deposit.
- No refunds on completed work.

7. **LIABILITY & LIMITATION**

- The Freelancer's total liability shall not exceed the total fee paid by Client.
- The Freelancer is not liable for indirect, consequential, or incidental damages.
- The Client is responsible for providing accurate information and timely feedback.

8. **CONFIDENTIALITY**

- Both parties agree to keep proprietary information confidential.
- This obligation survives termination of this agreement.

9. **GOVERNING LAW**

This agreement shall be governed by the laws of [State/Country].

10. **ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings.

SIGNATURES:

_____	_____
Freelancer Signature	Client Signature
Date: _____	Date: _____

HOW TO CUSTOMIZE THIS CONTRACT (Step-by-Step)

Step 1: Fill in your business details in the header.

Step 2: Define the scope with extreme specificity. Vague scope = scope creep.

Step 3: Set payment terms that protect your cash flow. Never start without deposit.

Step 4: Set a revision limit. Unlimited revisions destroy profitability.

Step 5: Add your jurisdiction in Section 9.

Step 6: Save as PDF before sending. Never send editable files.

RED FLAGS TO WATCH FOR (From Real Project Experience)

🚩 Client refuses to sign a contract → Do not proceed.

🚩 Client asks for "just a quick test" before payment → This is unpaid work.

🚩 Client says "we'll figure out the scope as we go" → Guaranteed scope creep.

🚩 Client wants unlimited revisions → Your time has value. Limit it.

🚩 Client asks for source files "just in case" → Clarify if included in scope.
