

Florida Freelance Contract

Governed by Florida Common Law, Fla. Stat. § 443.1216, § 542.335, and § 95.11

1. THE PARTIES. This Freelance Contract ("Contract") is made on ("Effective Date") between:

Client: _____, with a mailing address of _____ ("Client"), and

Freelancer: _____, with a mailing address of _____ ("Freelancer").

WHEREAS, the Client intends to pay the Freelancer for Services provided under the following terms and conditions:

2. SERVICES. The Freelancer agrees to perform the following for the Client:

Hereinafter known as the "Services."

3. PAYMENT. In consideration for the Services to be performed by the Freelancer, the Client agrees to pay the following: (check one)

- \$ _____ / Hour.
- \$ _____ (total) for the Services.
- Other:

The Freelancer agrees to be paid: (check one)

- Within _____ days upon delivering an invoice.
- Upon the completion of all Services.
- On a _____ (e.g., weekly, monthly) basis starting from the Effective Date.
- Other:

Completion shall be defined as the fulfillment of Services as described in Section 2 in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld.

4. DUE DATE. The Services provided by the Freelancer shall: (check one)

- Be completed by _____.
- NOT have a due date.
- Other:

5. TERMINATION. This Contract shall terminate upon the: (check all that apply)

- Completion of the Services provided.
- Date of _____.
- Other:

6. OPTION TO TERMINATE. The Client and the Freelancer shall each: (check one)

- Have the option to terminate this Contract at any time by providing _____ days' written notice.
- NOT have the option to terminate this Contract earlier than the agreed upon terms mentioned in Section 5 unless there is reasonable cause.

7. EXPENSES. The Freelancer shall be: (check one)

- Responsible for ALL expenses. The Freelancer shall be responsible for all expenses related to providing the Services under this Contract.
- Responsible for ONLY the following expenses:

The Client agrees to pay the Freelancer within thirty (30) days of receiving notice of any other expense directly associated with the Services. Upon the Client's request, the Freelancer may have to show receipts or proof of purchase for said expense.

- Responsible for NO expenses. The Freelancer shall not be responsible for any expenses related to providing the Services. The Client shall be responsible and will be required to pay for all expenses in connection with the Services provided. The Client agrees to pay the Freelancer within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon the Client's request, the Freelancer may have to show receipts or proof of purchase for said expense.

8. INSURANCE. The Freelancer agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Contract. In addition, the Freelancer agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

The amount (\$) for the Liability Insurance shall: (check one)

- Be a minimum amount of combined single limit of \$ _____
- NOT have a minimum amount required unless otherwise required by federal, state, or local laws and authorities.

9. CONTRACTOR STATUS. The Freelancer, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Freelancer's employees or contract personnel are, or shall be deemed, the Client's employees. For purposes of Florida reemployment assistance, independent contractor status shall be evaluated in accordance with the applicable factors under Fla. Stat. § 443.1216.**10. OTHER BUSINESS ACTIVITY.** The Freelancer may engage in other business activities provided, however, that the Freelancer shall not during the term of this Contract solicit the Client's employees, clients, accounts, or other related business endeavors of the Client. Any non-compete or non-solicitation covenant shall be enforceable only if it protects a legitimate business interest as defined by Fla. Stat. § 542.335(1)(b), and courts may modify, but not void, any overbroad restriction under Florida's blue-pencil rule.**11. ASSIGNMENT.** Neither the Client nor the Freelancer may assign this Contract without the express written consent of the other party.**12. RELATIONSHIP DEFINED.** Nothing in this Contract shall indicate the Freelancer is a partner, agent, or employee of the Client.**13. BUSINESS LICENSES, PERMITS, AND CERTIFICATES.**

The Freelancer represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Contract.

14. FINAL AGREEMENT. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Contract. This Contract supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Contract shall be valid unless the same be in writing and signed by the parties.

15. LEGAL NOTICE. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail – Return Receipt Requested, postage prepaid, addressed to the mailing addresses entered in Section 1.

16. INDEMNIFICATION. The Freelancer shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Contract.

17. GOVERNING LAW. This Contract shall be governed under the laws of the State of Florida. Written contract claims must be filed per Fla. Stat. § 95.11(2)(b); oral or implied contract claims within four (4) years per § 95.11(3)(k).

18. SEVERABILITY. This Contract shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

19. ADDITIONAL TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Client and Freelancer have indicated their acceptance of the terms of this Contract by their signatures below on the dates indicated.

Client's Signature:

Date:

Print Name:

Freelancer's Signature:

Date:

Print Name:

Company Name: