

FREELANCE SERVICES AGREEMENT

Independent Contractor Agreement

Effective Date: [DATE]

1. PARTIES

Freelancer (Contractor)

Name: [YOUR NAME]
Business: [YOUR BUSINESS NAME]
GSTIN: [YOUR GSTIN]
PAN: [YOUR PAN]
Address: [YOUR ADDRESS]
Email: [YOUR EMAIL]
Phone: [YOUR PHONE]

Client

Name: [CLIENT NAME]
Company: [CLIENT COMPANY]
GSTIN: [CLIENT GSTIN]
PAN: [CLIENT PAN]
Address: [CLIENT ADDRESS]
Email: [CLIENT EMAIL]
Phone: [CLIENT PHONE]

2. SCOPE OF WORK

The Contractor agrees to provide the following services to the Client:

- Deliverable 1:** [Description of deliverable, acceptance criteria]
- Deliverable 2:** [Description of deliverable, acceptance criteria]
- Deliverable 3:** [Description of deliverable, acceptance criteria]

Exclusions: The following are explicitly NOT included in this agreement: [list exclusions]

3. TIMELINE & MILESTONES

Milestone	Description	Due Date	Payment
Milestone 1	[Description]	[Date]	[Amount / %]
Milestone 2	[Description]	[Date]	[Amount / %]
Final Delivery	[Description]	[Date]	[Amount / %]

4. FEES & PAYMENT TERMS

Total Project Fee: ₹ [AMOUNT] (₹ [AMOUNT IN WORDS] only)

Payment Schedule:

- [X]% upon signing this agreement (₹ [AMOUNT])
- [X]% upon Milestone 1 completion (₹ [AMOUNT])
- [X]% upon final delivery and acceptance (₹ [AMOUNT])

Payment Method: Bank transfer / UPI / Razorpay / Stripe

Payment Terms: Net [7/15/30] days from invoice date

Late Fee: [1.5]% per month on overdue amounts, compounded monthly

5. REVISIONS

- This agreement includes [2] rounds of revisions per deliverable at no additional cost.
- Additional revisions beyond the included rounds will be billed at ₹ [RATE]/hour or ₹ [FIXED] per revision.
- Revision requests must be submitted in writing (email/project tool) within [5] business days of delivery.
- Revisions outside the original scope constitute a Change Order (see Section 6).

6. CHANGE ORDERS

Any changes to scope, timeline, or deliverables must be documented as a written Change Order specifying:

- Description of the change
- Impact on timeline and fees
- Both parties' written approval before work begins

7. INTELLECTUAL PROPERTY

Work-for-Hire: Upon full payment, all work product created under this agreement shall be considered "work made for hire." The Client shall own all rights, title, and interest in the deliverables, including all copyrights and intellectual property rights.

Portfolio Rights: The Contractor retains the right to display the work in their portfolio, case studies, and marketing materials, unless the Client objects in writing.

Pre-existing IP: The Contractor retains ownership of all pre-existing tools, libraries, and frameworks used in the work. A perpetual, irrevocable license is granted to the Client for any pre-existing IP incorporated into deliverables.

8. CONFIDENTIALITY

- Both parties agree to maintain confidentiality of all proprietary information disclosed during this engagement.
- Confidential information includes: business plans, client lists, financial data, trade secrets, and any information marked "confidential."
- This obligation survives termination of this agreement for a period of [2] years.

9. TERM & TERMINATION

Term: This agreement begins on the Effective Date and continues until all deliverables are completed and accepted, unless terminated earlier.

Termination for Convenience: Either party may terminate with [30] days written notice. In such case:

- Client pays for all work completed to date
- Kill fee of [50]% of remaining project fee applies if Client terminates
- Contractor delivers all work-in-progress

Termination for Cause: Either party may terminate immediately if the other party:

- Breaches a material term and fails to cure within [14] days of written notice

- Becomes insolvent or files for bankruptcy

10. NON-SOLICITATION

During this agreement and for [12] months after termination, neither party shall solicit or hire the other party's employees, contractors, or agents without prior written consent.

11. DISPUTE RESOLUTION

Mediation: Parties agree to attempt mediation in good faith before pursuing arbitration or litigation.

Arbitration: Unresolved disputes shall be settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in [CITY], in the English language.

Governing Law: This agreement is governed by the laws of India.

12. LIMITATION OF LIABILITY

The Contractor's total liability under this agreement shall not exceed the total fees paid by the Client. The Contractor shall not be liable for indirect, incidental, special, or consequential damages.

13. ENTIRE AGREEMENT

This agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements. Any amendments must be in writing and signed by both parties.

FREELANCER

Name: _____

Date: _____

Signature:

CLIENT

Name: _____

Date: _____

Signature:

This is a template for educational purposes. Consult a lawyer for legal review.