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Copywriting Agreement

This Copywriting Agreement (hereinafter "Agreement"), is made effective as of _____ by and between the following parties:

_____, hereinafter referred to as "Client," having an address at

_____

Email: _____

and _____, hereinafter referred to as "Copywriter," having an address at

_____

Email: _____

The parties shall be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client is engaged in the following business (the "Business"):

_____

WHEREAS, Copywriter has expertise and experience in drafting successful copy;

WHEREAS, Client would like to engage Copywriter to create copy for the Business;

NOW, th*erefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:*

Article 1 - SCOPE:

This Agreement sets forth the terms and conditions whereby Copywriter agrees to produce certain Copy (as described below) for Client. Copywriter will be engaged solely and exclusively for the limited purpose of providing the Copy to the Client.

Neither party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of the other. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

Article 2 - DESCRIPTION OF SERVICES & WARRANTIES:

The Client hereby engages the Copywriter and the Copywriter accepts such engagement to provide the following Copy for the Client:

_____

Copywriter represents and warrants that Copywriter has the knowledge, skills, and experience necessary to produce the Copy. Copywriter agrees that the Copy will be original, that Copywriter will be the sole author of the Copy, and that the Copy will be free from plagiarism. Copywriter agrees to use reasonable care, as is considered standard in Copywriter's industry, to ensure that all statements contained within the Copy are true and do not infringe upon the copyright, right of privacy, right of publicity, or any other proprietary right of any third party. Client acknowledges and agrees, however, that full and final verification for accuracy is Client's responsibility.

Article 3 - EDITS AND APPROVAL:

The deadline for the completed Copy to be delivered to the Client is as follows: _____.

The Client agrees not to alter the Copy unless the alterations are agreed upon by both parties in writing and notated within or upon this Agreement.

Copywriter's fees include the following number of edit rounds per piece of Copy: 2. These edits include the following components:

_____

If Copywriter shall not hear from Client within the following specified number of days after submission of Copy, the Copy shall be considered accepted with no further changes permitted: 2.

If the Client wishes to alter the Copy beyond the initial description of the Copy listed and beyond the included edits, Copywriter will still be owed all fees invoiced before any additional edits are made. Copywriter shall then invoice for additional edits, which will be determined at the time the edits are discussed.

Article 4 - INTELLECTUAL PROPERTY:

The Copy will become the intellectual property of Client, as a work-made-for-hire, only for the limited purposes as outlined elsewhere in this Agreement.

Copywriter may be engaged or employed in any other business, trade, profession, or other activity which does not place Copywriter in a conflict of interest with the Client, provided, that, during the term, Copywriter shall not be engaged in any business activities that compete with the business of the Client without the Client's prior written consent.

Article 5 - FEES AND EXPENSES:

Client will be billed through an invoicing system weekly in the amount of $2 (two US dollars).

Copywriter may only spend the following maximum amount of hours on Client's Copy per week: 2.

Payment may be made as follows:

_____

Payment will be made within the following amount of time after receipt of the invoice: _____. For past due invoices, a late fee of the following will apply:

_____

The Copy work will begin at the execution of this Agreement as well as when Copywriter receives the following retainer: $2 (two US dollars). Billing will be assessed against the retainer until it has been used up.

Client agrees to reimburse pre-approved expenses and costs as indicated on invoices. Such expenses and costs shall be accompanied by receipts and reasonable supporting documentation. The Parties will agree on the expenses prior to the expenses being incurred.

Article 6 - TAXES:

Copywriter herein acknowledges that they will receive an IRS Form 1099-MISC from the Client. Client shall not withdraw any applicable tax funds from any fees paid to Copywriter. Copywriter and Client shall each be solely responsible for all of the federal, state, and local taxes applicable to them.

Article 7 - DELIVERABLES AND MILESTONES:

All Copy is to be completed and wrapped up by _____.

Copywriter agrees to the following milestones:

_____

Article 8 - LIMITATION OF PURPOSE:

Client agrees that Client may only use the Copy created by Copywriter for the limited purposes outlined by this Agreement. Specifically, the Copy may be used for the following purposes:

_____

Should Client use the Copy for any other purpose, Copywriter is free to pursue all remedies available under the law, including an action for intellectual property infringement.

Article 9 - NONEXCLUSIVITY:

Client and Copywriter hereby acknowledge and agree that nothing contained herein is to establish an exclusive relationship between the Parties. Copywriter shall be free to continue working for and taking on new clients, without regard to Client. Copywriter does not need Client approval for any such work.

Article 10 - CLIENT LEGAL REQUIREMENTS:

It is the Client's sole and exclusive responsibility to ensure that all legal requirements for Client's business are met. Such legal requirements include, but are not limited to, ensuring claims on advertising and graphics are true, accurate, and may be legally stated, as well as ensuring all products and product sales are lawful. Copywriter shall not be responsible for any legal, technical, or regulatory specifications.

Article 11 - TERMINATION:

The Parties may terminate this Agreement prior to the specified end date by giving notice in writing. Notice shall be given at least the following amount of time before termination: _____.

This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party.

If Client finds the Copy unsatisfactory, Copywriter shall be given the following amount of time for one revision to cure: _____. After this cure period, if Client still finds the Copy unsatisfactory, Copywriter shall not be under any additional obligations. Client shall still be responsible to pay Copywriter all due fees and the Parties may then terminate this Agreement.

This agreement will also immediately terminate upon the death of the Copywriter or Client, the inability of the Copywriter to perform the services because of a sudden and medically documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client or Copywriter in any manner, or the filing of any petition by or against the Client or Copywriter under federal or state bankruptcy or insolvency laws.

Upon termination for any reason, all fees and reimbursements shall be paid and provided to the Client as they have accrued up to the date of termination.

Upon expiration or termination of this agreement, or at any other time upon the Client's written request, Copywriter shall promptly after such expiration or termination:

- Deliver to the Client all deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for Copywriter's use by the Client;

- Deliver to the Client all tangible documents and materials (and any copies)

containing, reflecting, incorporating, or based on the Client's confidential or proprietary information, as discussed further elsewhere in this Agreement;

- Permanently erase all of the confidential or proprietary information from any of the Copywriter's computer systems; and

- Certify in writing to the Client that Copywriter has complied with the requirements of this clause.

Article 12 -

Article 13 - PORTFOLIO USE:

Notwithstanding the specific intellectual property rights granted by this Agreement, Copywriter shall be permitted to use all Copy in Copywriter's professional portfolio, after such Copy has been made public by the Client. Nothing contained herein shall limit Copywriter's such right.

Article 14 - CREDIT:

Client shall credit Copywriter's names on Copy created hereunder in a manner agreed to by the Parties in writing prior to the release of the Copy to the public.

Article 15 - INDEMNIFICATION:

Copywriter and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

Article 16 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on

either of the Parties shall survive termination of this Agreement.

Article 17 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by Copywriter will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 18 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Copy provided hereunder: _____.

Article 19 - BENEFIT:

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, and assigns.

Article 20 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 21 - NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

Article 22 - FORCE MAJEURE:

Copywriter is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Article 23 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

Article 24 - ENTIRE AGREEMENT; MODIFICATION:

The agreement embodies the entire agreement between the Client and Copywriter relating to the subject matter hereof. This Agreement may be changed, modified or discharged only if agreed to in writing by both parties.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Client:

Name:_____

Signature:_____

Copywriter:

Name:_____

Signature:_____