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Freelance Agreement

State of Alabama

This Freelance Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ by and between the following parties: _____, having a primary address at the following:

_____

Email: _____

and _____, a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____

Email: _____

Hereinafter, "Client" will refer to and be used to describe the following party: _____. "Freelancer" will refer to and be used to describe the following party: _____. Freelancer and Client may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, *Client wishes to engage Freelancer for certain freelance services (the "Services"), as described more fully below;*

WHEREAS, Freelancer has the skills, qualifications, and expertise required to provide the Services to the Client;

WHEREAS, Freelancer wishes to render such Services to Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

a) "Services" shall be used to refer to the following specific freelance services that the Freelancer will provide to the Client under the terms and conditions set forth herein:

_____

b) "Fees" shall be used to refer to the payment Client will pay to Freelancer for the rendering of the Services. Specifically, the fees shall be as follows: $2 (two US dollars), as a fixed fee for all Services rendered.

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Freelancer hereby agrees to render the Services to Client, and Client agrees to pay Freelancer the Fees required for the Services.

Article 3 - NO EMPLOYMENT:

Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. 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 4 - NO LOCATION RESTRICTIONS:

Client shall not be permitted to place any location restrictions on Freelancer. Freelancer does not use any equipment, including electronic equipment, owned by Client and Freelancer does not maintain any equipment at Client's place of business. Freelancer may work anywhere Freelancer chooses.

Article 5 - NO SPECIFIC HOURS:

Client may not control the hours or timing that Freelancer works. Freelancer must keep track of hours for billing purposes only. There is no expectation that Freelancer works full-time hours.

Article 6 - SUBFREELANCERS:

The Freelancer shall not be permitted to use subfreelancers in the provision of Services to the Client. Freelancer was hired specifically for Freelancer's own skill set and may not outsource any work.

Article 7 - FEES:

a) Method of Payment: Freelancer will accept the following forms of payment:

_____

b) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Freelancer shall be the sole and exclusive responsibility of each, respectively.

c) For any past due payment or past due deadlines, a late fee of the following will apply for either party, depending on the cause of the lateness:

_____

d) Invoice Interval: Freelancer will be entitled to invoice the Client at the following time period: Weekly.

e) Invoice Period: The Client shall have the following time period in which to pay the Freelancer's invoice:

_____

Article 8 - EXPENSES:

Freelancer shall be solely and exclusively responsible for any expenses incurred under this Agreement. Client shall have no part of paying or reimbursing expenses.

Article 9 - KEY DATES:

The Freelancer shall be responsible for ensuring the following key dates ("Key Dates") are met. Key Dates shall be used to refer to specific dates during the time period that the Services are being rendered that the Freelancer agrees to meet specific events or deadlines. The Key Dates will be as follows:

_____

Article 10 - INTELLECTUAL PROPERTY:

Freelancer agrees that all work-product, inventions, trade secrets, and confidential and/or proprietary information conceived, created or developed by Freelancer which is related to the Client's actual business or research and development or developed, made, or discovered by Freelancer in the course of the performance of Freelancer's duties for the Client, i.e. anything created through the provision of the freelance Services, shall be the property of the Client. Freelancer hereby assigns to the Client the entire right, title, and interest in and to all work created and in and to all proprietary rights therein or based thereon including without limitation any and all copyrights, patents, trademarks, or other intellectual property rights relating to all work.

Without limiting the foregoing, Freelancer agrees that all work created hereunder which is protectable by copyright and may constitute "works-made-for-hire" pursuant to the United States Copyright Act of 1976, (17 U.S.C. Section 101) shall be deemed to be works-made-for-hire for the Client.

Nothing contained in this provision shall limit the ability to use any concrete work product created for Freelancer's own portfolio, after such work product has been made public by the Client.

Article 11 - CONFIDENTIALITY:

Freelancer hereby acknowledges and agrees that Client possesses certain non-public Confidential Information (as hereinafter defined) and may also possess Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding their business operations and development. The Parties agree that the Proprietary Information is secret and valuable to Client and that Freelancer may have access to the Client's Proprietary Information. Each of the Parties desires to maintain the secret and private nature of any Proprietary Information given.

Confidential Information refers to any information which is confidential and commercially valuable to Client. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to Client.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of Freelancer;

II) is already known, through legal means, to Freelancer;

III) is given by Client to third parties, other than Freelancer, without any restrictions;

IV) is given to Freelancer by any third party who legally had the Confidential Information and the right to disclose it; or

V) is developed independently by Freelancer and Freelancer can show such independent development.

"Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

Freelancer hereby agrees to:

I) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other;

II) Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Agreement;

III) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;

IV) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by Client.

Article 12 - WARRANTIES:

The Freelancer represents and warrants that it will perform the Services using reasonable care and skill for a Freelancer in their field and that any results, end products, or materials given by the Freelancer to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 13 -

Article 14 -

Article 15 - TIME FOR PERFORMANCE:

Time shall be of the essence for the performance by the Freelancer of its obligations under the Agreement. Any dates, periods, or times for performance specified in the Agreement are to be met, and in default, the Freelancer will be in breach of the Agreement. Specifically, Freelancer shall have all work completed by: _____.

Article 16 - TERMINATION:

This Agreement shall terminate automatically on the following date: _____.

This Agreement may also be terminated by either Party, upon notice in writing:

a) if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;

b) if the other Party becomes unable to perform its duties hereunder, including a

duty to pay or a duty to perform;

No on-going relationship between the Parties is contemplated and Client may not assign additional work to Freelancer. The Parties may decide, through an addendum to this Agreement, to expand the scope of Services, but such Agreement may only be in writing and with explicit terms.

Article 17 - GENERAL PROVISIONS:

a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

g) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

h) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

i) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

j) FORCE MAJEURE: Freelancer 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.

k) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, air mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement or other address as that Party may from time to time notify to the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of e-mail).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Freelancer:

Name: _____

Signature: _____

Date:_____

Client:

Name: _____

Representative Name:_____

Representative Title:_____

Representative Signature:_____

Date:_____