

# WE ARE YOUR DOL



## Freelance Worker Agreement

1. **The Parties.** This Freelance Worker Agreement (“Agreement”) made on \_\_\_\_\_, 20\_\_\_\_, is by and between:

Freelance Worker<sup>1</sup>: \_\_\_\_\_ with a mailing address of \_\_\_\_\_ (“Freelance Worker”), under the business name of \_\_\_\_\_, phone number of \_\_\_\_\_, email of \_\_\_\_\_, and contact person (if applicable) of \_\_\_\_\_, and

Hiring Party<sup>2</sup>: \_\_\_\_\_ with a mailing address of \_\_\_\_\_ (“Hiring Party”), under the business name of \_\_\_\_\_, phone number of \_\_\_\_\_, email of \_\_\_\_\_, and contact person (if applicable) of \_\_\_\_\_, and

Hiring Party will be available and respond to Freelance Worker in a reasonable manner and within three (3) business days of contact.

2. **Services. Note:** Be sure to include as much detail as possible, including preparations, revisions, expenses or costs to be reimbursed.

The Hiring Party agrees to pay the Freelance Worker to perform the following itemized list of services:

<sup>1</sup> Freelance worker: “is any natural person or organization composed of no more than one natural person, whether or not incorporated or employing a trade name, that is hired or retained as an independent contractor by a Hiring Party to provide services in exchange for an amount equal to or greater than eight hundred dollars, either by itself or when aggregated with all contracts for services between the same Hiring Party and Freelance Worker during the immediately preceding one hundred twenty days[.]” (New York State General Business Law § 1410 (3)).

<sup>1</sup> Hiring Party is “any person who retains a Freelance Worker to provide any service[.]” (New York State General Business Law § 1410 (4)).

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**Freelance Worker initials \_\_\_\_\_ Hiring Party initials \_\_\_\_\_**

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### 3. Compensation:

a. **Amount:** As consideration for the services provided by the Freelance Worker, the Hiring Party agrees to pay the following (check one):

- \$ \_\_\_\_\_ / Hour
- \$ \_\_\_\_\_ / Month
- \$ \_\_\_\_\_ for the services
- Other:

b. **Method:** The Hiring Party agrees to provide compensation via the following method(s) (check all that apply):

- Cash
- Money Order
- Check
- Installments: Hiring Party agrees to pay Freelance Worker the following amounts (“Installments”) on the dates listed:

Amount due: \$ \_\_\_\_\_ Date due: \_\_\_\_\_

Amount due: \$ \_\_\_\_\_ Date due: \_\_\_\_\_

Amount due: \$ \_\_\_\_\_ Date due: \_\_\_\_\_

- Other:

Once the Freelance Worker has commenced performance of the services under the contract, the Hiring Party shall not require as a condition of timely payment that the Freelance Worker accept less compensation than the amount of the contracted compensation.

4. **Additional Pay.** In addition to the Freelance Worker’s compensation, the Hiring Party agrees to pay the Freelance Worker for the following (check all that apply):

- Materials
- Travel Expenses
- Insurance Coverage
- Other

I have reviewed this page:

Freelance Worker initials \_\_\_\_\_ Hiring Party initials \_\_\_\_\_

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Insert any clarifying detail about amount and type of payment, such as the type and amount of insurance coverage to be provided. **Note:** Agreed-on insurance coverage is in addition to liability and workers' compensation insurance referred to in section 14.

## 5. Term:

a. **Start:** The services shall begin on \_\_\_\_\_, 20\_\_\_\_\_, and the Hiring Party must pay the Freelance Worker (check one):

On or before the agreed-upon date, \_\_\_\_\_, 20\_\_\_\_\_, or

No later than **30 calendar days** after the completion of the Freelance Worker's services under the contract, or

Installment payments pursuant to section 3.B. above.

b. **End:** Services will end on, \_\_\_\_\_, 20\_\_\_\_\_.

c. **List of Services Due:** The Freelance Worker will submit a list of services rendered on \_\_\_\_\_, 20\_\_\_\_\_, to the Hiring Party in order to meet any internal processing deadlines of such Hiring Party for the purposes of compensation being timely rendered by the agreed-upon date as noted in section 3 above.

6. **Prohibition Against Waiver:** Except as otherwise provided by law, any provision of a contract purporting to waive rights under the New York State General Business Law, Article 44-A is void as against public policy.

7. **Prohibition Against Retaliation and Discrimination:** In accordance with the New York State General Business Law, Article 44-A § 1414(2)(a), no Hiring Party shall threaten, intimidate, discipline, harass, deny a work opportunity to, or discriminate against a Freelance Worker, or take any other action that penalizes a Freelance Worker for, or is reasonably likely to deter a Freelance Worker from, exercising or attempting to exercise any right guaranteed under the law, or from obtaining any future work opportunity because the Freelance Worker has done so.

8. **Violations:** The Freelance Worker maintains the right to bring an action in any court of competent jurisdiction for damages for violations of the New York State General Business Law, Article Art 44-A.

9. **Relationship Defined:** Nothing in this Agreement shall indicate the Freelance Worker is a partner, agent, or employee of the Hiring Party.

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Freelance Worker initials \_\_\_\_\_ Hiring Party initials \_\_\_\_\_

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## 10. Intellectual Property Rights

Freelance Worker agrees to transfer (Choose One)

- Ownership
- Copyright
- License

of (Description of Work):

to Hiring Party upon final payment. By making this transfer, Freelance Worker gives Hiring Party permission to use the final product for the following purposes:

Hiring Party understands that it may incur penalties beyond compensating Freelance Worker for using the Freelance Worker's work product improperly. Penalties include (insert number) \_\_\_\_\_% of the value of the use, and court and attorneys' fees. Rights not transferred pursuant to this section remain with Freelance Worker.

**11. Revisions:** Hiring Party is entitled to (insert number) \_\_\_\_\_ of revisions within \_\_\_\_\_ business days after initial receipt of the services. Freelance Worker will complete any and all requested revisions within \_\_\_\_\_ business days, at which point the work will be considered completed and final. Such revisions are within the scope of work to be compensated pursuant to section 3 of this Agreement. Additional revisions are subject to additional compensation.

**12. Termination.** Either the Hiring Party or the Freelance Worker may terminate this Agreement, without cause, by giving the other party \_\_\_\_\_ business days' notice and meeting their obligations up until termination.

This Agreement terminates automatically in the event of (1) bankruptcy or insolvency of either party; (2) sale of the business of either party; or (3) death of either party.

Upon termination, Hiring Party will pay Freelance Worker for all work completed at that time, and for any unpaid reimbursable expenses.

**13. Indemnification.** The Freelance Worker shall indemnify and hold the Hiring Party harmless from any loss or liability from performing the Services under this Agreement. The Hiring Party shall indemnify and hold the Freelance Worker harmless from any loss or liability from performing the Services under this Agreement.

**I have reviewed this page:**

**Freelance Worker initials \_\_\_\_\_ Hiring Party initials \_\_\_\_\_**

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- 14. Insurance Required.** Both parties are required to have liability insurance and workers' compensation insurance in accordance with industry standards and state law. Both parties have the right to review such insurance policies prior to the commencement of the services.
- 15. Other Business Activity.** The Freelance Worker may engage in other business activities.
- 16. Assignment.** Neither the Hiring Party nor the Freelance Worker may assign this Agreement without the express written consent of the other party.
- 17. Other Agreements.** It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement 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 Agreement shall be valid unless in writing and signed by the parties.
- 18. Legal Notice.** All notices or 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 those mentioned in Section 1.
- 19. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state of New York.
- 20. Waiver:** The waiver by either of the parties to this Agreement of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.
- 21. Headings:** The Section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend, or interpret the scope of this Agreement or of any particular Section.
- 22. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument.
- 23. Late Payment:** If Hiring Party fails to submit payment on time, Freelance Worker may impose a late fee in the amount of \_\_\_\_\_% of the total amount unpaid every month. A fee for late payment does not affect the rights or remedies contained in New York State General Business Law § 1414.
- 24. Limitations on Liability:** Either party's liability under this Agreement is limited to the value of the contract.

Hiring Party will not hold Freelance Worker in breach for failure to complete work according to deadlines due to Freelance Worker's need for care or rest for mental or physical illness, injury, or health condition, or that of a Freelance Worker's family member. If the opportunity to complete work was limited to a specific time or place, Hiring Party's damages shall be limited to withholding Freelance Worker's payment for the balance due for services under this Agreement that were not completed.

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**Freelance Worker initials \_\_\_\_\_ Hiring Party initials \_\_\_\_\_**

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**25. Confidential Information:** Both parties shall maintain as confidential any information that the parties designate as Confidential Information in their communications to each other. Both parties will limit their use of Confidential Information to fulfilling their obligations under the Agreement.

**In Witness Whereof,** the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Freelance Worker's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Hiring Party's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_