

THE FREELANCE LAWYERING MANUAL

What Every Lawyer Needs to Know
About the **New** Temporary Attorney Market



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Preface by Carolyn Elefant

CONTRACT FOR FREELANCE LEGAL SERVICES

This AGREEMENT (the "Agreement"), dated this ____ day of _____, 20__ is entered into between _____, (the "Contractor"), and _____ (the "Client"), regarding the following assignment, (the "Project"):

1. RIGHTS

This Agreement is a work-for-hire. The Client shall own all rights to any new or edited material provided by the Contractor in the completed Project.

2. SCOPE OF PROJECT & DURATION

a. By way of this Agreement the Client will deliver the Project to the Contractor on the ____ day of _____, 20__, by means of e-mail in a format agreed to by the parties. The Contractor agrees to do the following services on the Project:

b. Contractor has estimated it shall take a total of ____ hours to complete the services on the Project and shall reserve a minimum of ____ hours per week for services on said Project. The Contractor shall update the client on a regular basis regarding the status of the Project and complete services on the Project in a timely manner and deliver the completed Project to the Client on or before the ____ day of _____, 20__. Any further iterations or editing after this date may be subject to further fees or amendments to this agreement as agreed to by the parties.

2. COMPENSATION

a. Hourly Rate. The Client agrees to pay the Contractor a fee of \$____ per hour. All payment(s) shall be made to the Contractor in \$____ in (weekly, biweekly, monthly, etc.) _____ installments until the project is completed, as agreed upon in this Agreement. To date, the Client has paid the Contractor a \$____ deposit.

b. Billable Time. The Client shall also be responsible for billable time at the same hourly rate stated in paragraph 2a. Billable time includes time spent conferring on the telephone, meeting with other involved parties, and writing and/or reading correspondence sent by mail or email regarding the Project.

c. Reimbursable Expenses. The Contractor shall be responsible for usual business expenses such as postage, courier service, photocopying, and long-distance calls. Unexpected expenses such as long-distance travel will be subject to further negotiation between the parties.

d. Remaining Balances. Any and all remaining balances shall be due within thirty (30) days upon the delivery of the completed Project and final invoice to the Client. The final invoice shall include billable time, reimbursable expenses, and any other fees related to the Project.

e. Late Payment Fees. After thirty (30) days, interest of 1.5 percent per month shall be assessed and added to the remaining total fees until said invoice is paid in full.

3. CHANGES TO WORK ASSIGNMENT

The Client understands that the Contractor's estimated time and cost for completing the Project is an informal calculation and that any adjustments to the amount of work, schedule and/or the number of hours and fees is subject to review and renegotiation with the Client when

necessary.

4. CANCELLATION POLICY

Either party must give 72-hour notice to revoke this Agreement. If either party terminates the agreement, Client shall pay the Contractor for work done up to the date of termination. The Contractor shall deliver to the Client all services performed on the Project, up to the time of the cancellation, and the final invoice within 72 hours.

5. CONFIDENTIALITY

The Contractor shall keep the Project confidential and not use it for personal gain or promotion without written consent of the Client. The Contractor shall keep all client information confidential, as ethically required.

6. INDEMNIFICATION BY CLIENT

The Client shall be responsible for infringing upon the rights of authors, organizations, institutions, copyright holders, or others, as a result of plagiarism, libel, slander, or any other misuse of any material in the Project. While the Contractor may bring such infringements to the attention of the Client, the Client shall indemnify the Contractor for any and all claims, damages, costs, and expenses, including attorneys' fees, incurred by Contractor as a result of said infringements.

7. LIMITATION OF LIABILITY

The sole and entire maximum liability of Contractor and any of the providers of services performed on the Project, and the Client's sole and exclusive remedy for any cause whatsoever, shall be limited to the amount paid by the Client for services on the Project.

8. GOVERNING LAW & ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws of the United States of America in the State of _____. The parties hereto shall

make a reasonable attempt to settle any dispute, which may arise concerning this Agreement, by friendly discussions. If such dispute cannot be settled by such means, the parties agree to have any and all disputes resolved solely by binding arbitration and shall be bound by any decision issued as a result thereof.

9. TIME LIMITATION

Any cause of action by the Client against the Contractor, must be instituted within three (3) months after completion of services on the Project or be forever waived and barred.

10. NOTICES AND AMENDMENTS

This Agreement shall not be amended or canceled except by written instrument signed by both parties. Any notice or other communication in connection with this Agreement shall be in writing and hereunder deemed effective when delivered by mail, courier or facsimile transmission to the Contractor's and Client's address contained in this Agreement.

IN WITNESS WHEREOF, the Contractor and Client have each caused this Agreement to be duly executed by themselves, as of the date first above written.

Contractor

Client

Name and Address

Telephone

Fax and email

Signature

Date