

# Contract Template

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Last Updated September 2020

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## Notes for this Template

This is only a template. A proper contract will be delivered for the work you order which will detail exactly who the work is for, what the work is, and payment for the piece commissioned.

There are some notes in red throughout this document. These are purely notes to try and help general comprehension.

I am not a lawyer, barrister or any kind of legal agent, and these notes do not constitute any form of legal advice and should not be relied on or treated as a substitute for specific advice relevant to particular circumstances. You should not portray me or any of these notes as giving legal advice.

## **1 Signing Parties**

This contract is made by [Pyromaniac Mariner], henceforth "the Freelancer".

This contract is made for [-], henceforth "the Client".

This contract is entered into by and between [-](Client) and [-](Freelancer) and details the terms and conditions under which work will be carried out.

The contract of work begins under the parameters set out in Section 4, and will be terminated immediately upon delivery of the final deliverable work.

Who will be signing the contract.

## **2 Description of Services**

### **2.1 Outline of Service**

The Freelancer is commissioned by the Client to produce [...]

What is being produced.

## **3 Final Deliverable**

### **3.1 Digital Deliverable**

The Freelancer will deliver to the Client [-] by appropriate digital means. [...]

Details of the final piece that will be delivered, and how it will be delivered, including file format and method of file transfer .

### **3.2 Physical Deliverable**

The Freelancer will deliver to the Client [-] by appropriate physical means. [...]

Details of the final piece that will be delivered, and how it will be delivered, including canvas size and shipping agreement.

## **4 Project Timescale**

The Freelancer will begin work on the Client's commission at the earliest time feasible and will to finish the Client's commission in the shortest reasonable time.

The Freelancer may complete any or all outstanding contracts from other clients before beginning work on this contract.

When the contract begins and when it will end.

## **5 Pricing and Fees**

The Freelancer will receive [a total of £X.xx for the complete work]

Any other costs shall be listed on the invoice only after this has been agreed by both parties.

## **6 Method and Terms of Payment**

### **6.1 Method**

The owed amount shall be payed via [chosen payment method] within 45 days of receiving an invoice.

### **6.2 Terms**

The payment shall be made [entirely upfront, as a single payment OR as half of the total value prior to the Freelancer beginning work, and half being payed upon completion of the work OR following the Plan of Payment detailed below:].

The Freelancer will deliver an invoice to the Client detailing the payment(s) due.

When and how payment will take place.

#### **6.2.1 Plan of Payment**

[Here the payment plan used will be detailed if required. ]

## 7 License of the Final Work

The work produced by the Freelancer under this contract will be licensed under [..]. A link to the full text is included in Appendix B.

## 8 Terms

By agreeing for the Freelancer to begin work on the commission, the Client enters into this contract.

By commencing work for the Client after they have agreed for work to begin, the Freelancer enters into this contract.

[Terms of the contract beginning.](#)

# Appendices

## A Terms of Contract

### A.1 Intellectual Property Rights

[These clauses say that I don't own any of your ideas, even if you commission me to make something based around them, i.e. if you commission me to draw your OC, I don't now own your OC.](#)

#### A.1.1 Ownership of Deliverables

Subject to Freelancer and third party rights in Pre-Existing Intellectual Property, all Deliverables, whether complete or in progress, and all Intellectual Property Rights related thereto shall be under the license detailed within Appendix B.

#### A.1.2 No Rights to Client Intellectual Property.

Except for the limited license to use materials provided by Client as may be necessary in order for Freelancer to perform Services under this Contract,

Freelancer is granted no right, title, or interest in any Client Intellectual Property.

## **A.2 Confidentiality**

This section is about confidentiality and ensures that neither of us can exploit any information we gain through this contract, i.e. I can't sell on your shipping address to someone.

### **A.2.1 Confidential Information**

For purposes of this Contract, "Confidential Information" shall mean information or material proprietary to a Party or designated as confidential by such Party (the "Disclosing Party"), as well as information about which a Party (the "Receiving Party") obtains knowledge or access, through or as a result of this Contract (including information conceived, originated, discovered or developed in whole or in part by Freelancer here under).

### **A.2.2 Client Confidential Information**

The following constitute Confidential Information of Client and should not be disclosed to third parties:

The Deliverables, discoveries, ideas, concepts, software in various stages of development, designs, drawings, specifications, techniques, models, data, source code, source files and documentation, object code, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, Client names and other information related to clients, price lists, pricing policies and financial information, this Contract and the existence of this Contract, and any work assignments authorised or issued under this Contract.

Freelancer will not use Client's name, likeness, or logo (Client's "Identity"), without Client's prior written consent, to include use or reference to Client's Identity, directly or indirectly, in conjunction with any other clients or potential clients, any Client lists, advertisements, news releases or releases to any professional or trade publications.

### **A.2.3 Non-Disclosure**

The Parties hereby agree that during the term hereof and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialise or disclose Confidential Information to any person or entity. Upon termination, or at any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all notes, data, reference materials, sketches, drawings, memorandums, documentation, and records which in any way incorporate Confidential Information.

### **A.2.4 Right to Disclose**

With respect to any information, knowledge, or data disclosed to Client by the Freelancer, the Freelancer warrants that the Client has full and unrestricted right to disclose the same without incurring legal liability to others, and that Client shall have full and unrestricted right to use and publish the same as it may see fit.

Any restrictions on Client's use of any information, knowledge, or data disclosed by Freelancer must be made known to Client as soon as practicable and in any event, agreed upon before the start of any work.

## **A.3 Termination**

This says that either of us may cancel the commission if required.

### **A.3.1 Rights to Terminate**

a. Client may terminate this Contract and/or an individual project for its convenience, without liability at any time, upon prior written notice to Freelancer, provided there are no outstanding debts to the Client at the time notice is given.

b. Freelancer may terminate this Contract, without liability at any time, upon prior written notice

c. Any provision or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Contract.

## **A.4 Miscellaneous**

These clauses are various things needed to help the contract function. They basically say that if there are any disputes they will be settled under UK law; that I am not your employee, and that neither of us can be held liable if there is a natural disaster or other circumstance that stops me from working.

### **A.4.1 Governing Law**

The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Contract. The foregoing requirement will not preclude either Party from seeking injunctive relief as it deems necessary to protect its own interests. This Contract will be construed and enforced in accordance with the laws of the the United Kingdom of Great Britain and Northern Ireland, excluding its choice of law rules.

### **A.4.2 Independent Contractor**

Nothing contained in this Contract shall create an employer and employee relationship, a master and servant relationship, or a principal and agent relationship between Freelancer and Client. Client and Freelancer agree that Freelancer is, and at all times during this Contract shall remain, an independent contractor.

### **A.4.3 Force Majeure**

Neither Party shall be liable for any failure to perform under this Contract when such failure is due to causes beyond that Party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy.

### **A.4.4 Entire Contract**

This document and all attached or incorporated documents contains the entire agreement between the Parties and supersedes any previous under-

standing, commitments or agreements, oral or written. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

## **B License**

Here the license that will be used for the completed work will be appended.