

FREELANCE WRITING CONTRACT AND AGREEMENT

1. Parties and Assignment. This agreement is made and entered into as of the _____ day of _____, 2010 (the "Effective Date") by and between _____, hereafter referred to as "Client" and Walter S. Zapotoczny Jr., hereafter referred to as "Writer." The contract is in regards to professional freelance writing services to be performed on/for the following project (s) hereafter referred to as the "Work."

Description of Work: _____

Compensation Method (per hour, per word, flat fee): _____
Estimated Cost: _____
Deadline: _____

In consideration of the mutual covenants made herein, the parties agree as follows:

2. Work. Writer agrees to produce written materials and/or pictures at the request of the Client for fees agreed upon in advance and deliver the Work to the Client by an agreed upon deadline. Writer agrees that he will be the sole author of the Work, which will be original work by Writer, free of plagiarism. Writer agrees to use reasonable care to ensure that all facts and statements in the Work are true and that the Work does not infringe upon any copyright, right of privacy, proprietary right, right of publicity or any other right of a third party. Writer agrees that Client has the right to edit the Work as it deems appropriate for publication, and that Writer will cooperate with Client in editing and otherwise reviewing the Work prior to publication. Writer will cooperate with Client if any complaints, claims or litigation should arise regarding the Work.

3. Confidentiality. Writer acknowledges that he may be furnished or may otherwise receive or have access to information which relates to the Client's past, present or future personal information, creative works, marketing strategies, pending projects and proposals, and other proprietary information. Writer agrees to preserve and protect the confidentiality of all proprietary information and all physical forms thereof, whether disclosed to Writer before this Agreement is signed or afterward. In addition, Writer shall not disclose or disseminate the proprietary information to any third party and shall not use the proprietary information for his own benefit or for the benefit of any third party. Without limiting the generality of the foregoing, Writer shall be prohibited from discussing the Client or the Work with a representative of a publishing company, literary agent, the press, or media, either directly or indirectly, without the Client's express prior written approval.

4. Compensation. Client agrees to pay Writer \$_____ USD on commencement of the Work and the balance upon completion of the Work. If the parameter of the Work is changed by the Client, or if it involves much more time than originally estimated, Writer will inform Client and they can renegotiate the rate and/or deadline. Writer will submit the final invoice based on the total word count and any other agreed upon fees for the Work upon receiving approval of the Work from Client. If Writer has not received any comments or revisions within one week of submitting a completed draft to the Client, Writer will send the final invoice and the project will be considered complete.

Writer requires an initialized agreement and receipt of initial payment before beginning Work. Incidental expenses such as long distance phone calls, postage, editing services, courier service, are absorbed by Writer. Transportation costs, meals and lodging for special events or interviews related to the Work are billed to the Client. Writer is responsible for the payment of all federal, state and/or local taxes with respect to the services he performs for the client as an independent contractor. The Client will not treat Writer as an employee for any purpose.

5. Payment. Writer's fee is payable using a bank account or credit card to PayPal Account: _____ (preferred method) or through a bank wire transfer to Bank: _____ Routing Number: _____, Account Number: _____.

6. Collection. Client agrees to pay all reasonable attorney fees and an additional 15% of all amounts due, including interest if any account is placed with an attorney for collection.

7. Governing Law. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania, USA. If any provision of this agreement, or any portion thereof, is found to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder if this agreement shall continue in full force and effect.

8. Client Approval. Client is responsible for written approval of work ordered...i.e., copy, drafts, design, photography, or other services required for the completion of the Work. This approval can be in the form of electronic mail or facsimile. Upon acceptance of the Work, client accepts responsibility for any further processes in which this work is used...i.e., film output, printing, publication, etc. Writer is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work.

9. Ownership. Client agrees that all intellectual property rights to the Work are owned by the Writer until the project is completed and final payment is made. Once all payment is complete, the Work becomes the property of the Client who then owns all rights to the Work.

10. Changes. Revisions are free provided they are assigned within 30 days of receipt of receiving initial information and not based on changes in the project made after the initial information is submitted. Unless otherwise agreed, projects fees include up to three edits. Additional edits are \$500.00 USD each. Should such changes negate any part of the Work already completed and approved by the Client at the time of the changes, Client accepts responsibility for payment of the completed work and all services related to it, in addition to charges for the change itself.

11. Cancellation. Upon written or verbal cancellation by either party, Client is responsible for payment for all expenses incurred and any work done toward the completion of the project based on the number of words completed. Should Client cancel the project following its completion, Client is responsible for full payment as per the above estimate plus all other expenses incurred. Writer will not provide refunds. Writer will work with Client before start of project and throughout to ensure the information provided is satisfactory.

12. Complete Agreement. This agreement constitutes the entire agreement between Writer and Client with respect to the terms agreed upon herein, and supersedes all prior or contemporaneous understandings of agreements, written or oral, regarding such subject matter. No amendment to or modification of this agreement will be binding unless in writing and signed by the Writer and the Client.

13. No Waiver of Breach. This Agreement shall remain in full force and effect unless and until terminated under and pursuant to the terms of this Agreement. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement shall in no way affect the right of such Party hereafter to enforce the same, nor shall the waiver of any breach of any provision hereof be construed as a waiver of any subsequent default of the same or similar nature, nor shall it be construed as a waiver of strict performance of any other obligations herein.

14. Agreement Binding on Heirs. This Agreement shall be binding upon and shall inure to the benefits to the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

15. Headings Not Part of Agreement. Any heading preceding the text of the several paragraphs and subparagraphs hereof, are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction, or effect.

I, _____ assert that I am the (Client), and that I am responsible for payment for the services rendered by Walter S. Zapotoczny Jr. for the aforementioned Work. I assert that I have read, understood and agree to the Freelance Writing Contract and Agreement.

Client's Signature

Date

I, Walter S. Zapotoczny Jr. (Writer) assert that I have read, understood, and agree to this Freelance Writing Contract and Agreement.

Writer's Signature

Date