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**FREELANCE AGREEMENT**

**SAMPLE**

**Interior Design Standard Disclaimer:**

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**Color Key:**

Pink: Change the information to your permanent business information.

Green: Change every time you make an agreement to be custom to the employee.

Yellow: Leave highlighted for other party to fill in.

Change the “Logo” to be your custom logo and eliminate this first page.



Freelance Agreement

**NAME - ROLE**

DATE

Dear NAME,

We are pleased to offer you freelance work with DESIGN FIRM in the position of POSITION, for $XYZ per hour.

Your recommendations spoke highly of you, and we are thrilled to have you join our team!

Please fill out the W9 form included. You will be issued a 1099 at the end of the year. Please speak to your accountant about how to prepare for taxes as a freelancer.

I look forward to working together at DESIGN FIRM.

Sincerely,

Principal Name

This At-Will Freelance Agreement (“Agreement”) is entered into by and between DESIGN FIRM LLC dba DESIGN FIRM (hereinafter referred to as the “Company”), and the Freelancer (the “Freelancer”), identified below.

 THE PARTIES AGREE AS FOLLOWS:

 1. **Term of Freelance.** Freelancer’s at-will work will begin on DATE and will continue until terminated pursuant to the terms and conditions set forth herein. During your time of Employment with the Company, you may not engage in any work for another Employer that is related to or in competition with the Company. You are permitted to seek other employment as long as it does not detract from your ability to fulfill your roles and responsibilities.

 2. **Duties and Position.** The Company hires Freelancer in the capacity of ROLE. Your direct supervisor will be SUPERVISOR NAME. Freelancer agrees to adhere to the following expectations: Professional manner and appearance. Ability to exercise discretion related to personal information of the Company’s clients, strategy, processes, and procedures. Ability to maintain attention to detail as well as handle multiple project timelines. Ability to work both independently and as part of a team. Confidence and leadership with clients, vendors, and team members while remaining personable and exhibiting high integrity. Ability to carry out duties and responsibilities to the best of their ability and to the Company’s expectations. Comply with all Company policies and procedures.

Freelancer’s duties will include, but will not be limited to:

ROLES AND RESPONSIBILITIES

Freelancer’s duties may be modified from time to time at the Company’s sole discretion.

 3. **The Company’s Business Hours.** Freelancer will be expected to work less than 40 hours to accommodate the needs of the Company’s business. Standard office hours are Monday – Friday from 9am – 6pm. Included in these hours is an 8 hour day and an hour worth of breaks and/or lunch.

4. **Compensation and Vacation** Freelancer shall receive compensation of $XYZ per hour; paid out over the course of the year on a bi-monthly basis. There are no vacation days or benefits offered to Freelancers.

Unless deadlines conflict, the Company will be closed on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the week between Christmas Eve and New Year’s Eve.

 5. **Termination of Agreement.** Freelancer is strictly an “at will” Freelancer. The Company or Freelancer may terminate this Agreement at any time, with or without notice. The Company requests the courtesy of at least 14 days’ notice of Freelancer’s intent to terminate Freelancer’s Freelance.

Upon termination of Freelancer’s work, Freelancer shall, within three (3) business days, return to the Company any and all the Company property, equipment, files, data, and information.

The Freelancer will respect and decline any requests from customers of the Company for work independent of the Company for a minimum of one year after termination.

 6. **Confidentiality.** Freelancer shall not, during or after the term of this Freelance, reveal confidential information or trade secrets to any person, firm, corporation, or entity. Should Freelancer reveal or threaten to reveal this information, the Company shall be entitled to an injunction restraining Freelancer from disclosing the same, or from rendering any services to any entity or person to whom information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against Freelancer for a breach or threatened breach of this condition, including the recovery of damages from Freelancer, including loss of profit, consequential and incidental damages, and the actual attorney fees incurred in pursuing said remedies.

 7. **The Company’s Clients.** Freelancer acknowledges that the Company may develop a substantial body of clients for whom it provides services. Freelancer agrees that these clients will remain the Company’s clients after termination of his Freelance. Should Freelancer solicit or threaten to solicit the Company’s clients for his own benefit, the Company shall be entitled to an injunction restraining Freelancer from such solicitation, or from rendering any services to any client of the Company. The right to secure an injunction is not exclusive, and the Company may pursue any other remedies against Freelancer for a breach or threatened breach of this condition, including the recovery of damages from Freelancer, including loss of profit, consequential and incidental damages, and reasonable costs and attorney fees incurred in pursuing necessary remedies.

8. **Credit, Photographs, Drawings and Plans.** All images submitted for publication are owned and will be credited to the Company. Designs, plans, drawings, videos, and photographs will remain exclusive property of the Company. All copy written will remain exclusive property of the Company. Should photographs or copy be needed for independent freelancer’s future portfolio work, upon approval, they shall be credited to the designer working for the Company. Freelancer will need written approval from the Company for their use. Images and rights will be purchased from the Company for all photography used.

 9. **Reimbursement of Expenses.** There should be no reimbursable expenses needed, as this is a remote job.

 10. **Assistance in Litigation.** Freelancer shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after Freelance.

 11. **Disputes.** All disputes between the Company and Freelancer arising out of Freelancer’s Freelance with the Company shall be subject to mediation prior to being deemed “ripe” for litigation. Both parties agree that they shall not bring or maintain any legal action under this Agreement until good faith mediation has been completed.

 12. **Limited Effect of Waiver by the Company.** Any waiver by the Company of any breach of this agreement by Freelancer shall not operate or be construed as a waiver of further breach.

 13. **Severability.** If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

 14. **Assumption of Agreement by the Company’s Successors and Assignees.** the Company’s rights and obligations under this agreement will inure to the benefit and be binding upon the Company’s successors and assigns.

 15. **Oral Modifications Not Binding.** This instrument is the entire agreement of the Company and Freelancer. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

 16. **Governing Law.** This Agreement and any disputes arising out of its terms and conditions shall be governed by the laws of the State of Tennessee.

 **AGREED AND ACCEPTED:**

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Principal's Name Date

Founder and Principal Designer, DESIGN FIRM

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Freelancer Date