FREELANCE WRITING CONTRACT

Freelance Writing Agreement

From sgwashere.com/legal-templates/freelance-writing-contract/ · updated 23 October 2026

HOW TO USE IT

Fill in every [BLANK]. Where you see ☐ options, keep the ones you want and strike the rest.

BEFORE YOU SIGN

This is a template, not a lawyer-drafted legal document and not legal advice. It replaces the verbal agreement most of this work runs on, so both sides have the terms in writing. Laws differ by country and by state. Have a lawyer where you live read it before anyone signs.

1 The parties

1.1 This agreement is made on [DATE] between [CLIENT NAME OR COMPANY], of [MAILING ADDRESS] (the "Client"), and [WRITER NAME OR BUSINESS NAME], of [MAILING ADDRESS] (the "Writer").

1.2 Contacts for briefs, feedback and approvals: for the Client, [NAME AND EMAIL]; for the Writer, [EMAIL].

2 The work and the brief

2.1 The Writer will write the pieces listed in Schedule 1 (each a "Piece"), each to the length, format and deadline set out there.

2.2 For each Piece the Client will send a written brief: the topic, the reader, the angle, sources or people to interview, keywords if any, and links to examples. Work starts when the brief arrives.

2.3 The fee covers research, [UP TO 2] interviews per Piece, writing, and the revisions in clause 7. It does not cover images, uploading to a website, formatting in a content system, social media posts or translation, unless Schedule 1 lists them.

2.4 A change to the topic, angle, length or reader after work has started is a new brief. The Writer will quote for it in writing before doing it.

3 Fee

3.1 The fee for each Piece is set out in Schedule 1, in [CURRENCY], plus any GST, VAT or other tax that applies. Strike the options that do not apply.

- ☐ A fixed fee per Piece.
- ☐ A rate of [AMOUNT] per word, counted on the final approved version.
- ☐ A rate of [AMOUNT] per hour, capped at [NUMBER] hours per Piece unless the Client agrees more in writing.

- ☐ The Client pays [50]% of the fee for the first Piece on signing, as a deposit, credited against the first invoice.

3.2 Expenses, such as paid databases, travel or transcription, are paid by the Client at cost if agreed in writing before they are spent.

4 Invoices and payment

4.1 The Writer will invoice each Piece when it is accepted under clause 7. The Client will pay each invoice within [14] days of receiving it, by [BANK TRANSFER OR OTHER METHOD].

4.2 To meet the Client's payment run, the Writer will send invoices by [DATE OR DAY OF THE MONTH].

4.3 Payment does not depend on when, or whether, the Client publishes the Piece.

4.4 Once work has started, the Client will not make payment on time conditional on the Writer accepting a lower fee, or giving more work or more rights than this agreement sets out.

5 Late payment

5.1 If an invoice is not paid when due, the Client pays interest on the unpaid amount at [1.5]% a month from the due date until payment, or the rate the law sets where the Writer is based if that is higher, and never more than the law allows.

5.2 The Client also pays the Writer's reasonable costs of collecting the debt.

5.3 If any invoice is more than [30] days late, the Writer may pause work on other Pieces until it is paid. Deadlines move by the time the work was paused.

6 Deadlines

6.1 The Writer will deliver each draft by the date in Schedule 1.

6.2 The Client will send feedback on each draft within [5] working days. If the brief, an interview, an approval or feedback arrives late, the next deadline moves by the same number of days.

6.3 If the Writer expects to miss a date, the Writer will say so in writing as soon as the Writer knows, with a new date.

7 Revisions and acceptance

7.1 The fee includes [TWO] rounds of revision per Piece. A round is one set of written comments from the Client contact, sent together, within the original brief.

7.2 The Writer will return each revised draft within [3] working days.

7.3 A Piece is accepted when the Client says so in writing, or [10] working days after the latest draft is delivered with no request for a further round, whichever comes first.

7.4 Further rounds, or changes outside the brief, are charged at [RATE].

8 Who owns the words

8.1 Strike one option.

- ☐ Assignment. When a Piece is paid for in full, the Writer assigns to the Client all copyright in it, for the whole world, for the full term of copyright, in every medium and format now known or developed later. The assignment does not lapse if the Client does not use the Piece within a year, or at all.
- ☐ Licence. The Writer keeps the copyright. When a Piece is paid for in full, the Writer grants the Client an exclusive licence to publish it [ON THE CLIENT'S WEBSITE, NEWSLETTER AND SOCIAL CHANNELS] in [THE WHOLE WORLD] for [12] months, then a non-exclusive licence for the full term of copyright. After the exclusive period the Writer may republish the Piece elsewhere, with a line saying where it first appeared.

8.2 Until a Piece is paid for, the Client has no right to publish it. The Writer keeps the notes, research and drafts the Client did not receive, and the Writer's own skills, methods and general knowledge.

8.3 The Writer will sign any further document the Client needs to record an assignment.

9 Byline and portfolio

9.1 Strike the options that do not apply.

- ☐ The Piece runs under the Writer's name, as: [BYLINE AS IT SHOULD APPEAR].
- ☐ The Piece runs under the Client's name or brand, with no credit to the Writer. To the extent the law allows, the Writer agrees not to assert any right to be named as author.

9.2 If the Client edits a bylined Piece so that it says something the Writer did not write and does not agree with, the Writer may ask for the byline to come off, and the Client will remove it.

9.3 Portfolio: ☐ The Writer may show the published Piece and name the Client. ☐ The Writer may show the Piece without naming the Client. ☐ The Writer will not show the Piece or mention the work.

10 Kill fee

10.1 The Client may cancel any Piece by written notice. If the Client cancels before the brief is sent, nothing is due for that Piece.

10.2 If the Client cancels after the brief is sent and before the first draft is delivered, the Client pays a kill fee of [50]% of the fee for that Piece.

10.3 If the Client cancels after the first draft is delivered, the Client pays the full fee for that Piece.

10.4 The Client also pays expenses already agreed and spent. When a kill fee is paid in place of the full fee, the rights in that Piece stay with the Writer, who may publish or sell it elsewhere without the Client's name or confidential information.

10.5 A Piece the Client finds off-brief is not cancelled. It goes through the revision rounds in clause 7 first.

11 Use of AI

11.1 The Writer writes every sentence of each Piece. The Writer will not use an AI tool to write, rewrite or translate any part of a Piece without the Client's prior written consent.

11.2 The Writer may use AI tools for the uses ticked below. The Client may strike any of them before signing.

- ☐ Finding leads for research, with every fact and quote checked by the Writer against its original source.
- ☐ Transcribing interview recordings, with every quote checked against the audio.
- ☐ Spelling and grammar checks.

11.3 The Writer will not put the Client's confidential material into any AI tool that uses it to train a model. On request, the Writer will name each AI tool used on a Piece.

12 Originality, facts and liability

12.1 The Writer confirms that each Piece is the Writer's original work, copies no one else's work, and credits every quote and borrowed idea. The Writer will keep a list of sources and send it on request.

12.2 The Writer will not include anything the Writer knows to be false or defamatory, and will flag any claim that may need legal, medical or financial review.

12.3 The Client is responsible for the facts, figures, claims and material it supplies, and for any legal review before publication.

12.4 Neither party is liable to the other for indirect or consequential loss. The Writer's total liability under this agreement is limited to the fees paid to the Writer under it, except for copying another person's work or breaching clause 13.

13 Confidentiality

13.1 Each party will keep confidential the other's non-public information learned through this work, including unpublished Pieces, plans, data, customer details and fees, and use it only for this agreement.

13.2 If a Piece runs without the Writer's name, the Writer will not tell anyone the Writer wrote it, except as the portfolio option in clause 9 allows.

13.3 This clause does not cover information that is public through no fault of the receiving party, or that the law requires a party to disclose. It lasts for [TWO] years after this agreement ends.

14 Ending it, the law and the rest

14.1 Either party may end this agreement with [14] days' written notice. The Client pays for Pieces accepted, and the kill fee under clause 10 for Pieces in progress.

14.2 Either party may end it at once if the other breaches it and does not put the breach right within [7] days of written notice.

14.3 The Writer is an independent contractor, is responsible for the Writer's own taxes, and may work for other clients.

14.4 This agreement is governed by the laws of [COUNTRY, AND STATE OR EMIRATE IF ANY]. The parties will first try to settle any dispute by talking for [14] days. If that fails, the courts of [CITY] have jurisdiction.

14.5 This agreement and Schedule 1 are the whole agreement. New Pieces may be added to Schedule 1 by an email both parties confirm. Changes are valid in writing, and email counts. It may be signed by electronic signature and in counterparts.

14.6 Clauses 8, 9, 12 and 13 continue after this agreement ends.

Schedule 1: the pieces

1/	[TITLE OR TOPIC], [WORD COUNT], [FORMAT], draft due [DATE], fee [AMOUNT]
2/	[TITLE OR TOPIC], [WORD COUNT], [FORMAT], draft due [DATE], fee [AMOUNT]
3/	[TITLE OR TOPIC], [WORD COUNT], [FORMAT], draft due [DATE], fee [AMOUNT]
Extras included, such as images or uploading	[LIST OR NONE]

Signatures

Client (name, title, and company if any)

SIGNATURE

FULL NAME

DATE

Writer

SIGNATURE

FULL NAME

DATE