



Independent Contractor/ Freelance Worker Agreement

Hiring Party: Family Life, PO Box 506, Bath, NY 14810

Phone: 800-927-9083

Contact: _____

Contact email: _____

Freelance Worker Information:

Name: _____ Business Name: _____

Address: _____

Phone: _____

Email: _____

Services: *(Be sure to include as much detail as possible, including preparations, revisions, expenses, or costs to be reimbursed.)* Family Life agrees to pay the person above to perform the following itemized list of services:

Compensation:

1. **Amount:** As payment for the services provided, Family Life agrees to pay the following (check one):

☐ \$_____ in total for services ☐ \$_____/ Week ☐ \$_____/ Voice Track

☐ Other: _____

I have reviewed this page: **Freelance Worker initials** _____ **Family Life rep initials** _____

2. **Method:** Family Life agrees to pay using the following methods: **Check** or **EFT transfer**

If paying in installments, Family Life will pay Freelance Worker the following amounts on the dates listed:

Amount due: \$_____	Date Due: _____
Amount due: \$_____	Date Due: _____
Amount due: \$_____	Date Due: _____

Additional Pay: In addition to the Freelance Worker's compensation, Family Life agrees to pay additionally for the following (check all that apply/ detail):

- ☐ No Additional Pay ☐ Materials ☐ Travel Expenses
☐ Other/ detail: _____

Term:

1. **Start:** The services will begin on _____, and Family Life will pay the Freelance Worker
☐ On or before: _____ ☐ No later than 30 calendar days after the work is completed.
☐ Weekly ☐ Installment Payments, as outlined above
2. **End:** The services will end _____.
3. **List of Services Due:** The Freelance Worker will submit a list of services rendered within ten days of completion (if billing) so that Family Life may process the payment on time as agreed upon.

Prohibition Against Waiver: Unless otherwise provided by law, any provision of this agreement attempting to waive rights under the NYS General Business Law (Article 44-A) is void.

Prohibition Against Retaliation and Discrimination: Family Life will act under NYS General Business Law and will not interfere with Freelance Worker's rights and protections guaranteed under the law.

Violations: The Freelance Worker maintains the right to pursue action for NYS General Business Law violations.

Relationship Defined: Nothing in this Agreement shall indicate the Freelance Worker is a partner, agent, or employee of Family Life.

I have reviewed this page: **Freelance Worker initials** _____ **Family Life rep initials** _____

Intellectual Property Rights: Freelance Worker agrees to transfer ownership of the work above to Family Life upon final payment. By making this transfer, Freelance Worker gives Family Life permission to use the final product as they see fit or as specifically outlined below:

Revisions: Family Life is entitled to (insert number) _____ of revisions within _____ business days after initial receipt of services. Freelance Worker will complete all requested revisions within _____ business days, at which point the work will be considered complete and final. Such revisions are within the scope of work to be completed in the listed services above. Additional revisions are subject to additional compensation.

Termination: Either party may terminate this Agreement without cause by giving the other party _____ business days' notice and meeting their obligations until termination.

This Agreement terminates automatically in the event of (1.) bankruptcy or insolvency of either party; (2) sale of the business of either party; (3) or death of either party. Upon termination, Family Life will pay for all work completed at the time and any unpaid reimbursable expenses.

Indemnification: The Freelance Worker shall indemnify and hold Family Life harmless from any loss or liability from performing the Services under this Agreement. Family Life shall indemnify and hold the Freelance Worker harmless from any loss or liability from performing the Services under this agreement.

Insurance Required. Both parties are required to have liability insurance and worker's compensation insurance following industry standards and state law. (*Family Life requires, at minimum, a million-dollar general liability policy.*) Both parties have a right to review such insurance policies before the commencement of services.

Other Business Activity. The Freelance Worker may engage in other business activities.

Assignment. Neither the Freelance Worker nor Family Life may assign this Agreement without the express written consent of the other party.

Other Agreements. The parties agree that there are no other agreements or understandings relating to this Agreement's subject matter. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless in writing and signed by the parties.

Legal Notice. All notices (required or permitted to be given) hereunder shall be in writing and may be delivered to the addresses listed above.

I have reviewed this page: **Freelance Worker initials** _____ **Family Life rep initials** _____

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of New York.

Waiver. The waiver by either of the parties to this Agreement of any breach of any provision hereof by the other party shall not be construed as either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument. *(Each party can sign separately, and even though the signatures may be on different papers, all the signatures together make one legally binding agreement.)*

Late Payment: If Family Life fails to submit payment on time, the Freelance Worker may impose a maximum late fee of \$50 or 5% monthly, whichever is lower, with a 5-day grace period.

Limitation of Liability: Either party's liability under this Agreement is limited to the value of the contract. *Family Life will not hold the Freelance Worker in breach for failure to complete work according to deadlines due to the Freelance Worker's need for care or rest for mental or physical illness, injury, health condition, or that of the Freelance Worker's family member. If the opportunity to complete work was limited to a specific time and place, Family Life's damages shall be limited to withholding the Freelance Worker's payment for the balance due for services under this Agreement that were not completed.*

Confidential Information: Both parties will maintain confidentiality for any information designated as confidential and communicate it to each other as such.

Parties have indicated their acceptance of the terms of this Agreement by their signatures below:

Freelance Worker's Signature: _____

Print Name: _____ Date: _____

Family Life Rep Signature: _____

Print Name: _____ Date: _____