

FREELANCE SERVICES AGREEMENT

This Freelance Services Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between **Beta Ventures LLC**, a limited liability company located at 200 Market St, Boston, MA 02109 ("Client"), and **Jane Designer**, an individual located at 50 Oak Ave, Brooklyn, NY 11201 ("Freelancer").

1. Scope of Work

Freelancer agrees to provide the following services ("Services"):

- Website redesign and branding
- Deliverables: Homepage, About, Pricing, Contact pages; brand style guide

The Services shall be performed in a professional and timely manner in accordance with industry standards.

2. Term

The term of this Agreement shall commence on June 1, 2026 ("Start Date") and shall end on August 31, 2026 ("End Date"), unless earlier terminated in accordance with Section 6.

3. Compensation and Payment Terms

3.1 Payment Amount. Client shall pay Freelancer a total fee of eight thousand dollars (\$8,000.00) for completion of the Services.

3.2 Payment Structure. Payment shall be made in milestone installments as follows:

- 33% (\$2,640.00) upon approval of initial design concepts
- 33% (\$2,640.00) upon completion of all deliverable pages
- 34% (\$2,720.00) upon final delivery and acceptance of brand style guide

3.3 Payment Terms. Invoices shall be payable within thirty (30) days of receipt ("Net 30"). Late payments shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower.

3.4 Expenses. Unless otherwise agreed in writing, Freelancer shall be responsible for all expenses incurred in performing the Services.

4. Intellectual Property

4.1 **Work Product Ownership.** Upon receipt of full payment, all right, title, and interest in the deliverables and work product created under this Agreement ("Work Product") shall transfer to Client. Freelancer retains the right to use the Work Product as a portfolio sample for promotional purposes, provided that Client's confidential information is not disclosed.

4.2 **Pre-Existing Materials.** Freelancer retains all right, title, and interest in any pre-existing materials, tools, templates, or methodologies used in the performance of the Services ("Pre-Existing Materials"). Client is granted a non-exclusive, royalty-free license to use Pre-Existing Materials solely as incorporated in the Work Product.

5. Confidentiality

5.1 **Confidential Information.** Each party agrees to maintain the confidentiality of any non-public information disclosed by the other party, including but not limited to business plans, financial information, customer lists, and technical data ("Confidential Information").

5.2 **Permitted Disclosure.** Confidential Information may be disclosed only to employees or contractors with a legitimate need to know and who are bound by confidentiality obligations. Confidential Information does not include information that is publicly available, independently developed, or rightfully received from a third party.

5.3 **Duration.** Confidentiality obligations shall survive termination of this Agreement for a period of two (2) years.

6. Termination

6.1 **Termination for Convenience.** Either party may terminate this Agreement without cause upon fourteen (14) days' written notice to the other party. Upon termination, Client shall pay Freelancer for all Services performed and expenses incurred up to the date of termination, prorated on a milestone basis.

6.2 **Termination for Cause.** Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within seven (7) days of receiving written notice.

7. Independent Contractor Status

Freelancer is an independent contractor and not an employee of Client. Freelancer is solely responsible for all payroll taxes, self-employment taxes, workers' compensation insurance, and other statutory obligations. Freelancer shall not be entitled to employee benefits, including health insurance, retirement plans, or paid leave.

8. Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, consequential, special, or punitive damages, including lost profits or lost revenue, even if advised of the possibility of such damages. Each party's total liability under this Agreement shall not exceed the total fees paid or payable under this Agreement.

9. Representations and Warranties

9.1 **Freelancer Representations.** Freelancer represents and warrants that: (a) Freelancer has the right and authority to enter into this Agreement; (b) the Services will be performed in a professional manner consistent with industry standards; and (c) the Work Product will not infringe upon any third-party intellectual property rights.

9.2 **Client Representations.** Client represents and warrants that Client has the authority to enter into this Agreement and that any materials or information provided to Freelancer do not infringe upon any third-party intellectual property rights.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. Any disputes arising out of or relating to this Agreement shall be resolved through good-faith negotiation. If negotiation fails, either party may pursue legal action in the state or federal courts located in New York County, New York.

11. General Provisions

11.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

11.2 **Amendments.** This Agreement may be amended only by written instrument signed by both parties.

11.3 **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.4 **Waiver.** The failure of either party to enforce any right or provision shall not constitute a waiver of that right or provision.

11.5 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that Client may assign this Agreement to a successor entity in connection with a merger, acquisition, or sale of substantially all assets.

11.6 **Notices.** All notices required under this Agreement shall be in writing and delivered personally, by email, or by certified mail to the addresses set forth above.

12. Disclaimer

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