

## **SOCIAL MEDIA GRAPHICS**

### **SUBJECT MATTER OF THE CONTRACT:**

The client engages the freelancer to perform the following services according to the terms and conditions of this contract (the "Services")

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### **TERMS OF THE SERVICE:**

The services shall commence on the effective date and finish on \_\_\_\_\_

### **PAYMENT TERMS AND CONDITIONS:**

The client agrees to pay the freelancer the compensation for the services provided under this contract as follows:

- Hourly Rate: \$30

The payment shall be exercised at the date stated under the terms of service for completion. The freelancer will provide a written report of time spent hourly to the client once services commence so the client can be aware of the work being performed and the time of said performance. The scope of such reports shall be mutually agreed upon by both parties.

All payments must be made in checks, Paypal, Venmo, and/or an agreed upon alternative.

The freelancer shall be solely responsible for payment of all taxes.

### **RETAINER:**

The client must pay a retainer of \$150 to the freelancer as an advance on future services to be provided. The retainer is refundable.

**RELATIONSHIP OF THE PARTIES.** It is agreed by the parties that the freelancer is an independent contractor and not the client's employee. The client shall not provide health insurance benefits, paid vacation, or any other employee benefits for the benefit of the freelancer.

**CLIENT'S CONTROL.** The Client has no right or powers to control or otherwise interfere with the Freelancer's mode of performing the obligations under this

Contract. The Client's only concern is the result of the Freelancer's services and not the means of accomplishing them. Except in extraordinary circumstances, the Freelancer shall perform Services without the Client's direct supervision.

**INTELLECTUAL PROPERTY.** All title to and rights in the services, deliverables, and/or work products, and all intellectual property rights embodied therein, including techniques, knowledge, or processes of the Services and/or deliverables, shall be the sole and exclusive property of the Client. The Freelancer agrees to execute all required documents to secure the Client's title to such rights. Intellectual property includes, without limitation, patents, copyright, trademarks, trade secrets, and other proprietary rights.

**CONFIDENTIALITY.** The Freelancer acknowledges that the Client shall disclose specific confidential and proprietary information to the Freelancer to provide the Services under this Contract.

The Freelancer will not disclose or otherwise use, either during or upon termination of this Contract, any proprietary or confidential information of the Client without the Client's prior written consent, except to the extent required to perform the Services under this Contract.

Proprietary or confidential information shall include but is not limited to:

- Any written, printed, graphic, or electronically recorded documents or materials provided by the Client for the Freelancer to use;
- Any information that the Client makes reasonable efforts to maintain the secrecy of, such as business or marketing plans or strategies, customer lists, know-how, trade secrets, inventions, design formulas, computer programs and inventories, discoveries and improvements of any kind, and pricing information;
- Information belonging to the Client's customers, vendors, and/or suppliers that was known to the Freelancer as a result of the Freelancer's Services to the Client.

Upon termination of the Freelancer's Services to the Client, or at the Client's request, the Freelancer shall deliver all materials to the Client in the Freelancer's possession which were given to the Freelancer for the provision of the Services under this Contract.

The Freelancer acknowledges that any breach of confidentiality obligations under this Contract will cause irreparable harm to the Client, for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in case of such breach of confidentiality. This equitable relief shall be in addition to the Client's rights and remedies otherwise provided by law.

**IN WITNESS WHEREOF**, the Parties have executed this Contract as of the Effective Date, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Brianna Christie