

FREELANCE CREATIVE SERVICE AGREEMENT & RETAINER SHEET

INDEPENDENT CONTRACTOR LEGAL TERMS, MONTHLY RETAINER SLA & IP TRANSFER

CREATIVE CONTRACTOR: _____

CLIENT COMPANY: _____

CONTRACTOR EMAIL: _____

CLIENT CONTACT: _____

EFFECTIVE DATE: ____/____/20____

TERM: ☐ 3 Mo ☐ 6 Mo ☐ 12 Mo

MONTHLY RETAINER: \$ _____ INCLUDED HRS: ____ / Mo

ARTICLE 1: SCOPE OF SERVICES & RETAINER DEDICATION

- Contractor agrees to provide creative services including _____.
- Client receives up to ____ hours per calendar month. Hours do not roll over to subsequent months unless mutually agreed in writing.
- Additional hours exceeding the monthly retainer allocation will be billed at the discounted rate of \$ _____ / hour with prior written approval.

ARTICLE 2: COMPENSATION, INVOICING & PAYMENT SCHEDULE

- Client shall pay a recurring monthly retainer fee of \$ _____ due in advance on the 1st business day of each calendar month.
- Invoices are payable within 14 calendar days of receipt. Late balances incur a 1.5% monthly financing charge until paid in full.
- Work will pause immediately if any invoice remains delinquent for more than 10 calendar days beyond the due date.

ARTICLE 3: INTELLECTUAL PROPERTY & USAGE RIGHTS

- Upon receipt of full payment, Contractor grants Client exclusive, worldwide ownership of all finalized, approved deliverables.
- Contractor retains full ownership of preparatory sketches, raw unselected project concepts, proprietary toolkits, and software scripts.
- Contractor retains non-exclusive rights to display completed work samples in portfolios, case studies, and marketing presentations.

ARTICLE 4: TURNAROUND TIMES, REVISIONS & SERVICE LEVEL AGREEMENT (SLA)

- Standard deliverables require a minimum turnaround time of ____ business days from receipt of all requisite assets and brief.
- Each sprint includes up to two (2) consolidated rounds of feedback. Out-of-scope pivots will be quoted as separate work orders.
- Urgent rush requests (turnaround under 24 hours) incur a 50% rush surcharge subject to Contractor current capacity.

ARTICLE 5: INDEPENDENT CONTRACTOR RELATIONSHIP & GOVERNANCE

- Contractor is an independent contractor, not an employee, partner, or joint venturer. Client will not withhold taxes or provide benefits.
- Contractor maintains full autonomy over work methods, schedule, and equipment used to perform agreed-upon services.
- Both parties agree to treat all trade secrets, customer data, and proprietary business methods as strictly confidential.

ARTICLE 6: TERMINATION & SEVERABILITY

- Either party may terminate this agreement with thirty (30) days' written notice to the other party's official email address.
- Client remains obligated to pay for all work completed, retainers commenced, and approved non-cancelable third-party commitments.
- This agreement is governed by the laws of the State / Jurisdiction of _____.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS SERVICE AGREEMENT

ON BEHALF OF CREATIVE CONTRACTOR:

Signature: _____

Printed Name: _____

Title: _____

Date: ____ / ____ / 20____

Tax ID / EIN: _____

ON BEHALF OF CLIENT COMPANY:

Signature: _____

Printed Name: _____

Title: _____

Date: ____ / ____ / 20____

Corporate Billing Email: _____