

Service Agreement

Free Fillable Template for Freelancers & Contractors —
ClearLegalTips.com (2026)

This is the freelancer's own paper: your standard terms, sent to every client, instead of signing whatever they hand you. Replace the bracketed items once, save it as your standard, and pair it with a short statement of work (SOW) per project. Bracket values in brackets are suggested defaults; adjust to your business.

Parties

This Agreement is made on [DATE] between [FREELANCER / BUSINESS NAME], of [ADDRESS] ("Provider"), and [CLIENT NAME], of [ADDRESS] ("Client").

Provider (name / business): _____

Provider address: _____

Client (name / business): _____

Client address: _____

Agreement date: _____

1. Services

Provider will perform the services described in the attached Statement of Work ("SOW"): [or describe: DELIVERABLES, COUNTS, FORMATS]. Work outside the SOW requires a signed change order at Provider's then-current rates.

Services / deliverables (or "see attached SOW"): _____

2. Timeline and Client Dependencies

Deadlines assume Client delivers content, feedback, and approvals within [3] business days of request. Client delays extend deadlines day-for-day, and Provider may pause scheduling after [10] days of Client inactivity.

Client response window (business days): _____

Inactivity pause threshold (days): _____

3. Payment

Fees: [\$AMOUNT flat / \$RATE per hour, estimated at ____ hours]. A deposit of [30–50]% is due before work begins; the balance [on delivery / at milestones: ____]. Invoices are due within [15] days. Late amounts accrue [1.5]% per month, and Provider may suspend work on accounts more than [10] days past due without breaching this Agreement.

Fee (flat / hourly rate + estimated hours): _____

Deposit percentage (30–50%): _____

Balance trigger (on delivery / milestones): _____

Invoice due window (days): _____

Late fee per month (%): _____

Suspension threshold (days past due): _____

4. Revisions

The fee includes [2] rounds of revisions per deliverable, requested within [14] days of delivery. Additional revisions bill at \$[RATE]/hour. A "revision" refines the agreed scope; new directions are change orders.

Included revision rounds: _____

Revision request window (days): _____

Extra-revision rate (\$/hour): _____

5. Client Obligations

Client will provide accurate content and materials it has the rights to use, designate one point of contact authorized to approve work, and respond within the Section 2 windows.

Authorized point of contact (name / title / email): _____

6. Independent Contractor

Provider is an independent contractor: own tools, own methods, own taxes, no benefits; Provider may serve other clients. Provider will supply IRS Form W-9 on request.

7. Intellectual Property

Upon full payment, Provider assigns to Client all rights in the final deliverables. Until full payment, Provider retains all rights, and Client's use of unpaid work is unauthorized. Provider retains pre-existing tools and materials (licensed to Client as embedded) and may display the work in Provider's portfolio [after public release / with Client's consent for confidential work].

Portfolio-display terms (after public release / with consent): _____

8. Confidentiality

Each party will protect the other's non-public information and use it only for this engagement.

9. Warranties and Liability

Provider warrants original work performed with professional skill. Except for confidentiality breaches, each party's total liability is capped at the fees paid under the applicable SOW, and neither party is liable for indirect or consequential damages.

10. Termination and Kill Fee

Either party may terminate on [7] days' written notice. Client pays for work performed through termination plus a kill fee of [25]% of the remaining SOW value if Client terminates without cause. Sections 7–9 survive termination.

Termination notice period (days): _____

Kill fee percentage of remaining SOW value: _____

11. General

Entire agreement (with SOWs and change orders); amendments in signed writing; governed by the laws of [STATE]; disputes to [mediation, then] the courts of [COUNTY, STATE].

Governing state: _____

Venue (county, state): _____

Signatures

Provider signature: _____

Provider date: _____

Client signature: _____

Client date: _____

Attach: One-Page Statement of Work (Per Project)

The master agreement holds the law; the SOW holds the project. Keep it to one page per engagement. Fill one out for each new project and reference this master agreement by one line — same protections, nothing renegotiated.

Deliverables (with counts and formats): _____

Dates / milestones: _____

Fee and deposit for this project: _____

Included revision rounds for this project: _____

Incorporation line: “This SOW is governed by and incorporates the Service Agreement dated [DATE] between the parties.”

INSTRUCTIONS FOR USE

How to use: (1) Replace every [bracketed] item once, then save this as your standard agreement. (2) Send it to every client instead of signing their paper. (3) For each new project, attach a fresh one-page SOW that references this master agreement — you sign the master once and never renegotiate the protections. Keep the payment armor intact: a deposit before work begins, a late fee with a suspension right, and IP that transfers only on full payment. Where secrets flow before signing, put a standalone NDA in front of the whole stack. This template is general information, not legal advice; contract law varies by state. Consult a licensed attorney for high-value or complex engagements.