

DAVIDA S. JAMES

DSJ Professional Services

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== THIS IS A SAMPLE CONTRACT FOR THE WEBSITE AND NOT BINDING OR FINAL ==

CONTRACT

This is a contract between Davida S. James (*consultant*), an independent contractor, and _____ (*client*), hereinafter also referred to as the 'parties' for professional services (project[s]) detailed below. A new contract may be executed for additional work that goes beyond or is an extension of the work detailed in this contract. This contract is for:

- Writing Consulting Marketing Seminar Editing
- College Prep Website Other _____

DETAIL OF SERVICES for this PROJECT

The consultant agrees to perform the following services for the client:

COMPLETION DATE The expected completion date is _____. An additional 48-hour grace period shall be given to the consultant unless the completion date includes the submission of material with a fixed deadline (such as a grant).

FEE(S)

The client agrees to pay the consultant \$_____ **an hour** ...or a \$_____ **flat fee** for the scope of the entire project, as outlined herein. There is a minimum one-hour charge for all projects when the contract is settled for an hourly fee. The hourly fee is billed at a pro-rated fee for each succeeding one half hour of work or fraction thereof. The first consultation on the project is free of charge.

The client agrees to pay the consultant a **retainer** of \$_____ a month. This fee includes a maximum of _____ hours per month for a variety of services as listed in the project detail above. Work above the agreed upon maximum hours will be billed at \$_____ per hour.

EDITS and SUBSEQUENT FEES

One edit is included in the agreed upon fee, assuming the edit does not constitute a complete change in the project as detailed OR major changes. Major changes will be billed at the hourly rate agreed upon. Client agrees to be bound by the consultant's determination as to whether the edits are considered 'major.' After the first inclusive edit, subsequent edits will be billed at the same agreed upon hourly rate.

If this contract is for a FLAT FEE, the parties agree on a \$_____ hourly fee for further work beyond the initial scope of the project.

CONSULTATION ON PROJECT

The parties agree that telephone calls and meetings to discuss the project are billable hours. The parties agree to an hourly fee equal to one half of the agreed upon rate for meetings or phone calls to discuss the project.

ESTIMATE

This project is estimated to cost \$_____. This is an *estimate only* and the costs may be less or more than the estimate. The estimate ____ **does OR** ____ **does not** include fees for subcontractor services to complete the project.

AGREED: Initial (client)_____

DEPOSIT Client agrees to a \$ _____ or _____ % deposit towards services to be performed:

AGREED: Initial (client) _____

Other terms:

If no deposit is required, client agrees to pay upon submission of invoices for services provided.

PAYMENT

One half of any agreed upon flat fee or estimate on hourly fees is due at the start of the project (if noted in "Deposit" clause above). Advance payments may include payments for subcontractors. Further Payments are due in full upon submission of an invoice and may be payable in increments while the work is in progress. Final payment is due no later than 15 days after the final submission of the project by the consultant and an invoice.

TERMINATION

The client and/or or consultant may terminate this agreement at any time, with written notice to the other party. The client agrees to pay the consultant for time worked on the project up until the time of cancellation. The payment will include either the hourly rate agreed upon or a pro-rata for the flat fee agreed upon. Pro-rata payment by the client will be factored from the termination date and billed by a percentage of time elapsed between the start of the contract and the completion date. The consultant agrees to submit all work completed at the time of termination.

DISPUTE:

The client and consultant agree that any unresolved dispute will be decided upon and the parties will be bound by the decision of a mutually agreeable third party mediator. If a third party mediator cannot be agreed upon, the parties agree to settle by binding arbitration under California law and/or American Arbitration policy.

SEVERABILITY CLAUSE

If one clause of this contract is found to be illegal or invalid by a court, the others are still operative and must be complied with.

SUBCONTRACTORS

The parties acknowledge and agree that the project may require the services of a subcontractor(s) [e.g., a graphic artist, designer, printer or website designer] and that such subcontractors are accountable to the consultant and not the client. Subcontractor fees are subject to a standard 15% markup and included in the fee with the client. The client may hire its own separate contractors necessary to complete the project, then absolving the consultant from final outcome of the project other the consultant's contribution.

INCIDENTAL EXPENSES

The client will be billed separately for expenses such as FedEx, messengers, and travel mad eon behalf of the client.

REFERENCE

Client agrees that the consultant may use the client's name in printed or electronic material as a listed client and uses work product for samples.

WARRANTIES & INDEMNIFICATION

The client shall not hold the consultant legally responsible for errors, omissions, or defects in material written at the direction of the client and based on information supplied by the client. The client is ultimately responsible for the proofing and final copy on all material compiled by and written by the consultant.

ENTIRE AGREEMENT This is the contract in its entirety. Any verbal changes must be confirmed with a written addendum to this contract. These terms are hereby agreed upon as noted by the signatures of both parties below:

Consultant
DSJ Professional Services

Date

Client

Date

Please keep a copy of this contract for yourself and return the other signed copy by either fax or mail to the consultant. Work will commence upon receipt of the signed contract and deposit. Thank you.