



Work For Hire Contract

Below is a two-part document. The first part is the contracting agreement you need to sign and returned to Easy Writer Productions prior to any work. The second part is a Preliminary Project Query (PPQ) that will help us define your project and guide us toward doing the best possible work for you, as well as helping you focus on what you want to achieve.

Important! Before you continue to the questionnaire portion of this document, you must read the following disclaimer. By agreeing to and returning this agreement portion and/or sending a payment you are agreeing to hire Easy Writer Productions and acknowledge and agree to the following:

Agreement, Terms and Disclaimers

You, (the client), as well as any of your representatives, agree to have read the following terms and disclaimers, to understand them and to abide by them. Upon submission to Easy Writer Productions this agreement is in effect immediately and indefinitely, and supersedes all other agreements made, verbal or in writing, explicitly or implicitly. This agreement refers to services to be performed or promised to be performed, by Easy Writer Productions or any of its representatives and assigns.

You must sign and return the agreement portion of this form, indicating your agreement in full to all terms, at which time all clients, projects and services performed are subject to these terms without exception or substitution. Return of the PPQ portion of this document is required prior to any work.

1. PROCESS

Upon receipt of the first portion of this document, signed and indicating your agreement to these terms, we will invoice you for a deposit of 50% of the estimated fee for your project, as discussed in our initial conversation. Upon receipt of this deposit and your completed PPQ, we will review your information and arrange for a conference to determine the project specifics and prepare the Work Order.

2. WORK ORDER

The Work Order documents the specifications, deliverables, resources, responsibilities, etc. of your project and will be emailed for your review and signature, at which time work begins.

Schedules - Schedules are best estimates based on normal business conditions and timely responses from all parties involved and we do not guarantee any specific schedule, nor are we responsible for delays beyond our control. However, provided a shortened turnaround is feasible, a 50% “rush service” surcharge will guarantee delivery by a deadline; two (2) weeks is a minimum rush schedule.

Revisions - In most cases, review drafts will be delivered to you digitally via email or virtual drop box. For general copy writing or editing, you can accept the initial draft, or request one revision at no additional charge. In other words, you can accept the initial draft as is, or take thirty (30) days to review it and suggest rewrites. As long as the suggested changes do not expand upon the original

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## Contract and Preliminary Project Query

Work Order, one (1) revision will be made at no charge and a final draft will be submitted. Please allow one to two (1-2) weeks for any revisions.

**Change Orders** - If you make significant changes to or expand the original Work Order, then this is considered a Change Order and you will be billed between \$75 and \$150 per hour, depending on the project/package, for the creation of the Change Order as well as for the additional work. This Change Order must be signed and returned along with any additional deposit/fees.

**Consulting** - If you require additional consulting services such as marketing strategy, repurposing of the project, etc., then you will be billed a consulting fee at the going rate of \$200 per hour.

### 3. DEPOSITS AND FEES

Deposits are non-negotiable and non-transferable. If you cancel after the Work Order and deposit have been received, but before work has begun, then a 50% kill fee will be applied against your deposit and the balance refunded. If you cancel after work has begun, a kill fee equal to 100% of your deposit will be applied.

Any fee balances are due immediately either (1) following submission of the first draft if no revisions are requested, or (2) after submission of the final draft if a revision was requested. At that point, work is considered final and delivered.

Unpaid balances will accrue an interest at a rate of 5% per month, plus any legal or collection fees. In the event your check returns as NSF, we will cease work and apply a \$25 charge to the account, which will be due with the original funds, all fully accessible prior to a return to work.

### 4. EXPENSES

Expenses may include, but are not limited to, printing, postage, data storage, media recordings and phone charges, as well as subcontracted work for design, photography, production, etc. Most straight copywriting projects do not incur expenses, however, when reasonable out-of-pocket expenses are to be incurred, you agree to approve expenses in advance and either pay for them upfront or reimburse Easy Writer Productions for said expenses.

In cases where Easy Writer Productions hires and supervises subcontractors to perform tasks as approved by the client, a 20% surcharge is added to their fee and additional deposits will be required to secure their services. The client also has the option to set up separate vendor accounts to avoid the surcharge.

### 5. COPYRIGHT

When your account is paid in full, the copyright of the completed work will be automatically transferred to you. Also, you can still take advantage of the thirty (30) day revision window if you did not do so already, provided the revisions remain within the scope of the original Work Order. Sensitive or proprietary information disclosed in the course of working relationship between the client and Easy Writer Productions, and not disclosed publically, will remain confidential indefinitely.

### 6. LEGAL RESPONSIBILITY

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Contract and Preliminary Project Query

You accept sole responsibility for the legal accuracy of the content we prepare for you, as well as responsibility for clearance of any copyright, legal, patent or trademark protection registration. You accept responsibility for any errors that may occur in subsequent versions or derivatives made by third parties including, but not limited to, electronic formats, translations, conversion to film, PowerPoint, articles, reports, recordings, etc.

7. PROMOTIONAL USE

If you are satisfied with our work, you agree to write a positive testimonial or reference letter that we may use in our promotional efforts, as well as giving us the unlimited, non-exclusive right to use copies of your work for our promotional and marketing efforts, (E.g. a screenshot and link on our website or inclusion of a writing sample in our portfolio).

Important! If you do not agree to this, notify us immediately [easywriterpro@gmail.com]. Such limitations or restrictions can result in a change in the fee. For example, confidential ghostwritten projects normally incur a 100% surcharge, unless the fee is addressed separately.

8. INDEPENDENT CONTRACTOR STATUS AND LIABILITY

Easy Writer Productions is an independent contractor providing work-for-hire services. You agree to exempt us from any employment laws or requirements due to, but not limited to, federal, state or local income tax withholding laws. You further agree that Easy Writer Productions is under no liability or obligation to you or your company, or to any of your assigns.

You further indemnify and hold Easy Writer Productions or any of our representatives or assigns totally harmless from any and all costs, losses, claims, demands and liabilities, including all reasonable attorney's fees, as well as any liabilities asserted against us or that may arise or result from any product or service offered or sold by you.

9. JURISDICTION AND AGREEMENT

You agree that this agreement constitutes "doing business" in the State of Washington and submit to the jurisdiction of that state regarding interpretation and enforcement of this or any other written agreement between the parties involved, and any efforts made by Easy Writer Productions to collect sums due. The non-prevailing party will pay litigation related expenses of the prevailing party in any legal action.

Signed (Client)

Date Signed

IMPORTANT! Before this project can begin, we must receive the above signed document by email to easywriterpro@gmail.com either as a signed PDF or as a WORD doc with your email message clearly indicating your agreement with the terms. Your information will be kept confidential. In general, phone conferences will be recorded for reference to key points regarding your project.



Contract and Preliminary Project Query

PRELIMINARY PROJECT QUERY

General overview of your needs

To help me understand the scope of your project and your copywriting and/or marketing needs, please answer the following questions and return them in PDF to easywriterpro@gmail.com.

Your responses will also help YOU to focus on exactly what you'd like to achieve. Please keep a copy of your answers for our consultation later.

What is it you want us to create for you? Check the items you are interested in exploring now or later.

Print and Publication:

- Training Manuals/Workbooks
- Newsletters
- White papers / Reports
- Case Studies
- Advertorials or Display Ads
- Company Literature/Annual Reports
- Marketing Brochures
- Catalogue Copy
- Press Kits / Press Releases
- Speeches
- Articles
- Books
- Direct Response Sales Letters

Audio/Video Media:

- Training Videos
- Sales Videos / Infomercials
- Radio Spots

Digital Media:

- SEO Web Copy
- Landing Page / Microsite
- Content Marketing Articles
- Autoresponder Emails
- eBooks
- PowerPoint Presentations / Webinars
- Interactive / Multimedia Scripts
- _____

What is the general purpose of your project?

- Generating leads
- Making direct sales
- Fundraising
- Training or motivation
- Informational or education
- Authoring original works

Which of our Jump-Start service packages would you like to explore during our consultation?

- Build a powerful online presence with our **Standard Website Content Package**.
- Generate more customer leads with our **Content Marketing Campaign Package**.
- Develop your promotional eBook with our **Promotional eBook Package**.
- Get a jump start on training your people with our **Basic Training Content Package**.
- Create a sales video with our **Video Sales Letter Package**.

How did you learn about Easy Writer Productions?

- Internet search
- Craigslist
- Association newsletter
- Trade classified ad
- Speaking engagement
- Article byline - print
- Article byline - internet
- YouTube



Contract and Preliminary Project Query

Other _____

Other _____

If you were referred to us, please write the name and number of who sent you, so we can thank them.

Taking care of business

- What is the timeline for this project: Days: 30 - 60 - 90 - 120 - 120+
- What is your budget for this project? \$500-\$1000 \$1000-\$3000 \$3000-\$5000 \$5000 +
- Have you worked with freelancers in the past? Y___ N___
- Do you have an active PayPal or online payment account? Y___ N___

Your contact information

Contact Person _____

Email _____

Phone & Fax _____

Business Address _____

Business Website _____

Thank you for taking the time to answer these questions. Please save this document as a PDF and email it back to me at easywriterpro@gmail.com, or mail it to the address below. A phone call is helpful to let me know it is on the way.

After I have had a chance to review your answers, if we have not done so already, I will contact you to arrange for a phone consultation.

IMPORTANT! Please keep a copy of your completed form for your own reference.

(Please do not reprint or distribute any part of this document without our written permission.)

Respectfully,

Leslie vanWinkle,
Easy Writer Productions
easywriterpro@gmail.com
206.661-3565

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