

Freelance Service Agreement.pdf

Structured review of contract risks, missing protections, and safer wording suggestions.

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RISK SCORE

74/100

HIGH

Executive Summary

This contract contains several freelancer-unfriendly terms, especially around revisions, termination, liability, and IP transfer. The payment language is vague, and the client has too much discretion over acceptance. It should not be signed as-is without revisions.

Signing Recommendation

Push back on unlimited revisions, require clear payment deadlines, limit liability, and make IP transfer conditional on full payment.

Key Issues

1. Unlimited revisions

HIGH

Category: Scope / Revisions

ORIGINAL CLAUSE

Contractor agrees to revise the work until the Client is satisfied.

EXPLANATION

The client can keep asking for changes with no clear limit.

WHY THIS MATTERS

This can create endless extra work without extra pay.

SUGGESTED SAFER WORDING

The agreed fee includes up to 2 revision rounds. Additional revisions are billed separately at the contractor's standard hourly rate.

2. Vague payment deadline

MEDIUM

Category: Payment

ORIGINAL CLAUSE

Client agrees to pay Contractor within a reasonable time after delivery.

EXPLANATION

The contract does not define when payment is actually due.

WHY THIS MATTERS

A vague deadline makes delayed payment harder to challenge.

SUGGESTED SAFER WORDING

Client shall pay all undisputed invoices within 7 calendar days of receipt.

3. Immediate IP transfer

HIGH

Category: Intellectual Property

ORIGINAL CLAUSE

All work produced shall become the sole property of the Client immediately upon creation.

EXPLANATION

Ownership transfers before the contractor is paid.

WHY THIS MATTERS

The client may get the work product even if payment is delayed or never made.

SUGGESTED SAFER WORDING

Ownership transfers to Client only after full payment of all amounts due under this Agreement.

4. One-sided termination

HIGH

Category: Termination

ORIGINAL CLAUSE

Client may terminate this agreement at any time without prior notice.

EXPLANATION

The client can walk away immediately with no protection for the contractor.

WHY THIS MATTERS

You may lose expected revenue and time already invested.

SUGGESTED SAFER WORDING

Either party may terminate on 14 days' written notice. Client remains responsible for payment for all work performed up to the termination date.

Missing Protections

1. No late payment protection

Category: Payment

WHY IT MATTERS

There is no consequence for delayed payment, which weakens enforcement.

SUGGESTED CLAUSE

Late payments accrue interest at 1.5% per month or the maximum amount permitted by law, whichever is lower.

2. No liability cap

Category: Liability

WHY IT MATTERS

Without a cap, the contractor may face disproportionate financial exposure.

SUGGESTED CLAUSE

Contractor's total liability under this Agreement shall not exceed the total fees paid under this Agreement.

Actionable Recommendations

- **Unlimited revisions** — Severity: HIGH. Review and consider replacing the clause with the safer wording suggested above.
- **Vague payment deadline** — Severity: MEDIUM. Review and consider replacing the clause with the safer wording suggested above.
- **Immediate IP transfer** — Severity: HIGH. Review and consider replacing the clause with the safer wording suggested above.
- **One-sided termination** — Severity: HIGH. Review and consider replacing the clause with the safer wording suggested above.

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