

# **Sample Contract for Freelance Work**

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## **Foreword**

The entrepreneur enters into a large number of contracts in the course of his business activities. By way of guidance, the Hessian Chambers of Commerce and Industry make sample contracts available.

As far as individual contractual issues are concerned, expert advice should as a rule be sought, be it from the Chambers of Commerce and Industry or lawyers. A list of Chambers of Commerce and Industry in Hesse is enclosed as an Annex.

## **Note concerning the use of the Sample Contract:**

This contractual form was drafted with great care but does not claim to be complete or accurate. It is intended as a checklist with suggested wordings and merely offers suggestions as to how the typical interests can be balanced in an appropriate manner between the contractual parties. However, this does not relieve users of the need to undertake their own careful review. The Sample Contract is merely a proposal for a possible legal document. Many clauses can be freely negotiated. The user may also choose other wordings. Before taking over the unchanged content, careful consideration must, therefore, be given in one's own interest to whether and to what extent there is a need for an adjustment to the concrete situation in hand and to legal developments. Of course, the Chamber of Commerce and Industry does not have any influence on this procedure and cannot, therefore, assume any liability for the impact on the legal position of the parties. Liability for slight negligence is likewise excluded as a matter of principle. If you need a tailor-made contract, you should seek the advice of a trusted lawyer.

If this sample contract refers to principals and contractors, this includes both the male and the female form. We assume that the use of only one form is not seen as disadvantageous but is accepted as a matter of principle to improve the legibility of these drafts.

## Contract for freelance work \*)

*(If this sample contract is used, you should check which contractual provisions you intend to take over. Adjustments and amendments may be advisable)*

between .....  
(Name and address of Principal)

(possibly: represented by .....)  
- hereinafter referred to as "Principal" -

and

Mr/Mrs .....

resident in .....  
- hereinafter referred to as "Contractor" -

the following is now hereby agreed upon:

### § 1 Activity

The Contractor ..... shall assume ..... for the Principal the following activities as a Contractor: ..... By way of supplement, reference shall be made in each individual case to the respective contract-awarding letters.

When carrying out the activities entrusted to the Contractor, the latter shall not be subject to any instructions by the Principal. He shall be free in the organisation of his activity. He must, however, take special operational interests in connection with his activity into due account.

The Contractor shall not be bound by any conditions imposed on the place of work or working hours. Project-related conditions in terms of timing imposed by the Principal must be complied with in the same way as technical conditions insofar as the latter are necessary for the proper execution of the Contract.

Furthermore, the Contractor shall be entitled to reject contracts awarded by the Principal without stating any reasons.

The Contractor shall not have any right to give instructions to employees of the Principal.

### § 2 Performance of work

The Contractor shall be obliged to personally perform the work. The calling in of own employees and the awarding of sub-contracts shall require the prior consent of the Principal.

The Contractor shall exercise his activity on his own premises. Insofar as operational presence is required in individual cases, the Principal shall make available, subject to co-ordination in each case, the corresponding operational facilities. The Principal shall provide the Contractor with all the information, aids and documents required for the exercise of his activities, and more particularly

.....

\*) Please consider the note for users!

The two contracting parties undertake to inform each other if they have any difficulties of settlement in respect of the implementation of the Agreement or if foreseeable delays occur.

### **§ 3 Compensation**

By way of compensation an hourly fee of € ..... plus value added tax at the statutory rate, is hereby agreed. The Contractor shall be obliged to prepare a specified statement of accounts in the form of an invoice by the tenth day of the following month.

The Contractor shall be obliged to charge any extra working hours within ..... weeks/months of their occurrence. If this deadline is exceeded, the claims shall be deemed to be forfeited.

The lump sum fee agreed upon shall become due at the end of each month. Payment shall be in cashless form.

The Contractor shall provide the Principal, within 14 days of the commencement of co-operation, with the details of an account into which the fee can be transferred.

### **§ 4 Expense refund and other claims**

On payment of the compensation agreed upon hereunder all claims of the Contractor against the Principal under this Contract shall be fulfilled.

*or*

The Contractor shall be entitled to a refund of charged and proven expenses incurred within the framework of this Contract while exercising his activity. Any expenses exceeding standard expenses to a major extent, shall, however, only be refunded if the Contractor has previously obtained the consent of the Principal.

The Contractor himself shall take attend to the payment of tax on the compensation.

The Contractor is hereby informed that he may be subject to pension insurance in accordance with § 2 No. 9 SGB VI (Social Security Code) if he works permanently and mainly for one Principal only and does not employ any employees subject to insurance whose compensation under the employment relationship regularly exceeds € 400 per month.

### **§ 5 Liability and warranty**

If claims are asserted against the Principal because of work performed by the Contractor, the Contractor undertakes vis a vis the Principal to release the latter from said liability.

For damage caused as a result of the Contractor exceeding deadlines, the liability of the Contractor shall be limited to an amount of € ..... . As for the rest, the Contractor undertakes to carry out any reworking free-of-charge and remedy the defects caused by him.

## **§ 6 Continuing education obligation**

The Contractor shall be obliged to undertake continuing education within the framework of the implementation of this Contract in the field of his activity based on the current state of development and keep himself informed about the latest developments in this field at all times.

## **§ 7 Competition**

The Contractor may also work for other principals. If the Contractor intends, however, to work for a direct competitor of the Principal, this shall require the prior written consent of the Principal.

The Contractor undertakes to pay a penalty in the amount of € ..... for each case of infringement.

## **§ 8 Duty of secrecy, storage and return of documents**

The Employee undertakes to treat all business and trade secrets which come to his knowledge in the course of his activities for the company as confidential. This duty of secrecy shall continue to apply after the end of the contractual relationship.

Documents which the Contractor has received within the framework of his freelance work must be carefully stored by him and protected from examination by third parties. The documents must be returned to the Principal after the termination of the freelance work on the project/object to which they relate and for which they were needed by the Contractor, but no later than at the end of his freelance work. The assertion of any right of retention shall be excluded.

For every case of culpable infringement of these obligations a penalty in the amount of € ..... is hereby agreed.

Any more extensive damages as well as the assertion of a right to forbearance shall be reserved.

## **§ 9 Term and termination**

The Contractor shall commence his activity on .....

The contractual relationship shall exist for the duration of co-operation in respect of the ..... project/object, probably until .....

*or*

The contractual relationship may be terminated subject to a period of notice of ..... weeks/months to ..... The right to an extraordinary termination shall not be affected. Termination shall not be valid unless in writing.

A new Contract can be entered into for freelance work in a follow-up project/object. Said follow-up contract shall also require the written form. These formal requirements may not be rescinded or suspended either orally or tacitly.

**§ 10 Place of performance and place of jurisdiction**

The place of performance and place of jurisdiction shall be .....

**§ 11 Protective regulations under labour law**

The option of entering into an Employment Contract has deliberately not been used by application of the principle of contractual freedom. Any avoidance of protective regulations under labour law or labour statutes is not intended. The freelancer shall rather retain the full freedom of decision concerning the exploitation of his working capacity. Any personal, economic or social dependency beyond the scope of this Contract shall not be established.

**§ 12 Ancillary agreements and segregation clause**

Any ancillary agreements and amendments to this Contract shall not be valid unless in writing. This formal requirement may not be rescinded or suspended either orally or tacitly.

The partial or full invalidity of individual provisions of this Contract shall not affect the validity of the remaining provisions of the Contract.

**§ 13 Issuing of the Contract**

Each contracting party has received a written office copy of this Contract.

.....  
Place, date

.....  
Signature of Principal

.....  
Signature of Contractor

Enclosure:

## Hessian Chambers of Commerce and Industry

Industrie- und Handelskammer

### **Darmstadt**

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### **Gießen-Friedberg**

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35390 Gießen

Tel.: 06 41 / 7 95 4 - 0  
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Goetheplatz 3

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### **Hanau-Gelnhausen-Schlüchtern**

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