

# **Freelance Business Bootcamp**

## **WORKBOOK & RESOURCES**



*By Carol Tice & Neil Tortorella*

We've boiled down the Freelance Business Bootcamp e-book into a series of questions, lists, and action items for you. Put this book into use as a practical tool to help you plan, launch, and grow your freelance business.

## **Top 10 Ways Freelancers Get Screwed**

10. Poor client and project management
9. Not knowing the real costs of your business
8. Not planning your business and setting achievable goals
7. Not understanding your rights
6. You're afraid to negotiate
5. Never asking for a raise
4. Working for the wrong kind of clients
3. Not consistently marketing your business
2. Not requiring a deposit
1. Working without a signed contract



# Chapter 1: Setting Up Your Freelance Business

## Checklist for launching your business:

- ☐ Choose and register business name with your state  
(remember to think SEO, and check social media possibilities)
- ☐ Choose a legal structure – sole proprietor, LLC, partnership, C or S Corp?
- ☐ Get business insurance
- ☐ Get a federal tax ID (EIN#) (be sure you're on a legitimate IRS.gov website!)
- ☐ Begin saving receipts for taxes
- ☐ Consult accountant about your tax responsibilities
- ☐ **Do a SWOT analysis** (strengths, weaknesses, opportunities and strengths)
- ☐ **Write a business plan** (and plan to revise it regularly!) Should include:
  1. Executive summary
  2. Detailed business description
  3. Product or service descriptions
  4. Profile of your target customer (2)
  5. Competitive analysis
  6. Operations and management plan
  7. Financial statements (projections)
  8. **Marketing plan** to reach those customers

## Resources:

[IRS.gov](https://www.irs.gov)

[SCORE](https://www.score.org/) – Service Corps of Retired Executives

[Nolo.com](https://www.nolo.com/) – for researching business types and forms.

[SBA list](https://www.sba.gov/) of state government websites for small businesses

[MyCorporation.com](#) (affordable incorporation help)

[Shoeboxed](#) (electronic receipt organizing tool)

[FreshBooks](#) (accounting)

[Adobe EchoSign](#) (electronic signature tool)

[Bplans](#) (great site for seeing sample business plans)

[US Copyright Office](#)

Trademark Electronic Search System, or [TESS](#)

Carol's post for *Entrepreneur*: [Why I Got Owner's Insurance for my Home Business](#)

## **Business Planning for Freelance Writers**

For many freelancer writers, a full-blown, detailed business plan probably isn't needed. Formal business plans are typically used to raise start-up capital or secure a loan. Freelance writers typically use a business plan to document goals and how they plan to reach those goals. It also serves as a guide, helping to keep a freelancer on track.

To follow are items often included in a freelancer's business plan.

### ***Business Basics***

- Business name
- Location
- Business hours
- Legal structure & why chosen

### ***Business Goals***

What are you trying to accomplish, short and long term, in your freelance business? Goals might be related to growing the business, lifestyle aspirations, or other goals.

Begin by jotting down any and all of your desired goals. Then, edit and prioritize them.

### ***Writing Services Information***

- What will you write? (types of writing projects)

- For whom? (potential buyers, their needs, wants, requirements, etc.)

## ***Getting the Word Out***

- How will you find clients? (Marketing and promotion methods)
- What results are you seeking from each activity and what's the timeframe? (# of contacts/month, # of projects/year, etc.)

## ***Financial Information***

- What is your target for billable hours? Per week? Per Month?
- What will you charge? (Rate/fee information)
- What is your target income? (monthly, annually)
- What are your expenses? (monthly, annually)
- Can you diversify your income? If so, how? (usage rights, info products, etc.)

## ***Your Resources***

- What resources are, or will be, available to you to reach your goal?
- Resources are usually money or money-related but also think in terms of people you know or can meet – your network, education, personality traits and such.
- What additional resources are needed and how do you plan to obtain them?

## **SWOT Questionnaire**

Here are several questions to help you prepare your SWOT Analysis. Hopefully, these will spark additional questions in your mind.

### ***Strengths***

Are your professional skills and abilities above those of your competitors?

Are there particular products and/or services that are strong sellers? If so, why?

Do you have a reasonable to good share of the market?

Is your branding and positioning particularly strong?

Do you have a good location?

Are your marketing & public relations efforts effective?

Do clients often refer to you by others?

Are you a leader in your industry (locally, regionally or nationally)?

Are you well-focused?

Are you willing and able to stand up for yourself, your fees, etc.?

Are you decisive?

Are you a self-starter?

Do you keep a cool head when things get a bit nuts?

Are you easy to work with?

Do you like people?

Is your business well-financed?

Do you provide quick turnarounds?

Have you won any industry awards?

Do you have other skill sets and/or knowledge that your competitors don't?

Do you have good business and management skills?

Are you in good health?

## ***Weaknesses***

Does the business have less than adequate capital?

(Less than adequate is less than three months of readily available working capital)

What are the least profitable products and/or services for the company?

Are your marketing & public relations efforts ineffective?

Are your professional skills and abilities below those of your competitors?

Do you have a poor market share?

Is your branding and positioning fuzzy or nonexistent?

Do few clients and associates refer you to prospects?

Are you behind with technology?

Are you unwilling or unable to stand up for yourself, your fees, etc.?

Are you indecisive?

Do you have difficulty staying on task?

Do you blow your stack or get overly edgy when things get a bit nuts?

Are you difficult to work with?

Are you an introvert?

Do you have slow turnarounds?

Do you have poor business and management skills?

## ***Opportunities***

Does the company have a good competitive position?

Are there new skills, knowledge or technologies that the company can use to create new products and/or services or lower costs?

Are there opportunities to create multiple streams of revenue through the creation of alternate products and/or services? (Example: Selling articles, creating and selling information products)

Are there new or existing marketing technologies you can use?

Can the company expand regionally, nationally or market internationally?

Is there an opportunity to increase fees or prices to new and/or existing clients and prospects?

Is there an opportunity to demand better prices from suppliers?

Are there opportunities to cooperate with noncompetitive businesses for mutual benefit? For instance, co-marketing and sharing costs.

## ***Threats***

Does the business have less than adequate capital?

Is your base hourly rate below what it should be?

Do you have too few clients?

Are your existing clients not generating enough revenue?

Do you have a small or nonexistent network of business associates and friends?

Are costs rising?

Can industry regulations cause potential problems?

Can municipal regulations, zoning, etc. cause potential problems?

Are international competitors eating away market share?

Do you lack training?

Are there too many bad clients and/or customers?

Are clients and/or customers slow to pay, return phone calls and such?

Are competitors bad-mouthing you?

Have you received bad press?

Is your health failing?

Are there family problems that may have an adverse effect on the business?





## Chapter 2: How to Negotiate Great Rates

### ***What do I need to make?***

Calculate available time/expenses to determine a base rate.

### **12 Negotiation tips:**

1. Make them blink first (on naming a price)
2. Take your time
3. Use silence
4. Delay if you're not feeling well
5. Don't cave to pressure
6. Don't blind bid
7. Raise objections to low rates and justify why a higher rate is appropriate
8. Stand firm...
9. Or leave the door open
10. Bid by the project instead of by the hour
11. Get it in writing
12. Know your rights (and keep as many as you can)

### ***Resources:***

This post links to several resources on going rates for freelancers: [The Truth About How Much Freelance Writers Make](#)

## 13 Negotiation Tips to Earn More

### ***Don't Leave Money on the Table!***

Who am I and what do I know about negotiating?

I am a longtime professional writer on my second lengthy freelance stint. I've been earning my full-time living from writing since the mid-1990s. I returned to full-time freelancing in 2005 and have earned more each year since then, straight through the downturn, and pulled in my first six-figure freelance year in 2011.

I also used to be a legal secretary, a day job that I think gave me a lot of confidence to negotiate! In that role, I saw attorneys negotiating contracts all day long. I formed the opinion that it was routine and even expected to negotiate to try to get all you can – and that's served me well as a freelancer.

The issue of what to charge as a freelancer is always a tough one because there is no such thing as a going rate in freelancing. There is just what the market will bear and what you are willing to work for. Where those two factors come together, you've got a gig.

That said, there are some techniques I use to try to maximize what I earn when I negotiate with new clients, and I'm going to share them with you today.

Many freelancers are fearful that if they try to negotiate they will lose the client. That just doesn't happen, with any legitimate opportunity. All they can do is say no to your question of whether you might be paid more.

Also, new freelancers get excited that they have an offer and tend to say yes right away, instead of considering carefully what they need to earn for this project to make them a living wage.

Then, have the confidence that your skills are valuable and that you provide something important to clients. Without that, you won't feel like you can negotiate a good rate.

Here are my top tips:

### ***1. Find the right sort of client***

Remember, if you have the sort of client where you can't ever negotiate – as in a content mill for writers, where there's a set pay policy for everyone, no matter how quick or talented you are – that's *the wrong kind of client*. Likewise, clients who advertise on Craigslist are auditioning 200 freelancers, so your negotiating position is very weak. Market proactively to find your own clients and you'll find better prospects and be in a stronger position to negotiate.

## **2. Nail down the details**

Before you know what to bid, you need to find out what is involved in doing this gig. Defining the scope answers some of the questions that you may recognize from your journalism classes:

- What - What does the project seek to accomplish?
- When - When is the work due?
- Where - Where can you contact them, and where will you do your work?
- How - How do they want the work created and delivered?

Be as specific as possible when you define the scope. Think about situations that may arise, like revisions for freelance writers. Specify how and when you will be paid.

If the client departs from the agreed upon scope during the course of the project, you are justified in pointing it out and asking for additional compensation.

For instance, I once had a freelance writer tell me she bid \$300 to write a company website...only to discover the site had 34 PAGES of content that had to be developed! She didn't ask how many pages it would be. Part of negotiating is carefully defining the project, and then setting an appropriate rate.

I wrote a post for [Copyblogger](#) on 40 questions to ask a copywriting client before you sign a deal that may help you with this process.

## **3. Make them blink first**

The best way to find out what a client is willing to pay is often simply to ask. Example: You meet someone to discuss a project. You learn they want a weekly blog post.

Once you have a rough idea of the project size, simply ask, “*So...do you have an idea what your budget is for this?*” Sometimes, they'll simply tell you. If it's \$5 a blog post, you know you can move on immediately. It's key to your overall earnings not to let low payers suck up a lot of your time.

## **4. Ask around**

You don't have to negotiate in a vacuum here! If you cannot get the client to cough up some parameters on their budget, start researching to learn what you should bid.

This is where you need to belong to some freelance groups, so you have people you can ask about rates. It's ideal to have one that's specific to your city, too, as those freelancers may know the local publications and businesses you are looking to work for.

For me, there is an email list in my city, Seattle, called Women in Digital Journalism that's been a great resource for vetting rates. LinkedIn Editors & Writers online is great in my niche

as well, and of course, these days many freelance writers are using the forums in the community I started, [Freelance Writers Den](#), to get advice on rates.

You can also use references such as *The Writer's Market* or *The Photographer's Market* to get at least a general range of rates for types of jobs. A little bit of research and asking around before you bid can help keep you from bidding too high or too low.

For instance, last year I bid on a government contract, which was a large job to do two 200--page annual reports. I ran my bid idea past a few writer friends, one of whom had more public--agency experience than I did. She told me I was definitely too low. I added about \$1500 to the bid when I submitted it, and it was accepted immediately – so that's money I would have just been out if I hadn't asked for feedback on my bid from my peers.

## **5. Delay or use silence**

When new freelancers get an offer, they often feel a lot of pressure to make a decision on the spot. Instead, tell them you'll think about it and get back – then check with your writer networks and research sources to compare your bid offer and get a sense of whether it's high, low or in between. Get some feedback when they make you an offer, too, and consider whether you want to counter-offer, pass, or accept.

If you're on the phone or in conversation, slow down and leave silences before you respond. I once had a client nearly double their rate simply because I took a moment to think about the fee they'd put on the table. People hate silence and sometimes better their offer just to fill the emptiness.

## **6. Don't deal when you don't feel good**

One mistake that many freelance writers make is to talk to clients and negotiate a project when they're not feeling good or are too tired. But, those are the times you are most likely to make a mistake and sell yourself short.

Of course, we rush to negotiate projects because we are afraid--we think the client will award the work to someone else if we don't give them a proposal right way. In most cases, that's just not true.

Here's what to do when a prospect contacts you and you're not feeling well or are tired.

Acknowledge that they contacted you. Say something like: *"Thanks for contacting me about XYZ project. I'm currently wrapping something else up, but I'm very interested in learning more about this project. Can we set an appointment to chat about this project in a few days? I'm available Thursday afternoon or Friday morning, how do those times look for you?"*

This lets them know that you're interested. It even lets them put a date on their calendar for the first meeting or call. At the same time, it gives you a day or two to pull yourself together and get some rest or get over whatever bug you're fighting.

Delay tactics and making an appointment a day or two in the future puts you in a strong negotiating position. It says, “I’m not desperate here. I’m a very busy freelancer and I have to clear some things from my plate before I can even discuss your gig.” It makes you seem busy and in-demand.

Note that you don’t need to say you were too sick or tired to get to their proposal right away. The fact that you had a minor illness is none of their business. You can also use this same response when I’m overloaded with work or just want more time to think about whether this project is for you.

## **7. Don’t cave to the pressure**

If a prospect is putting a lot of pressure on you to respond right away with a bid, that’s a red flag. That often means that this is going to be a problem client.

These days, the woods are full of dysfunctional companies who’d like freelancers available 24/7 on instant messaging. These are really needy clients – and often, they don’t want to pay well, either. Watch out.

If a client tries to pressure me to drop my prices, I simply move on. They are not a prospect for me.

This is the scary point for many freelancers. The words “No, I don’t want your money” are hard to get out of our mouths! Especially if we have downtime right now and really need the money.

But remember that when you take an assignment, you take marketing time off the table. If the assignment doesn’t pay enough, you’ve sacrificed the chance to find a good client and wasted time on one that doesn’t pay enough to cover your bills.

That said...always be professional when you turn a client down. I often say something like,

*“I’m sorry your rates are lower than I can work with. If your budget ever changes, feel free to reach out to me again.”*

You never know when a company’s fortunes will improve or their philosophy on content development will change, or where that editor will end up, so don’t be snarky and let them know you’d be happy to hear from them again in another scenario.

I had one editor I knew who only had \$100 articles to assign...and then one day the company changed its approach and switched to \$800 feature stories. So be nice!

## **8. Refuse to blind bid**

In general, blind bidding, or quoting a price for a project without knowing the details, is a bad idea. That’s because there’s no such thing as a “standard” article, blog post, or writing job. And

yet, nearly every Craigslist ad you can find puts the pressure on for you to “send your best rate,” all before they give you squat of details about what you’ll be doing!

Let's take writing blog posts, for example. The amount of effort required to produce a 500--word blog post can vary greatly depending on how much effort is required. If you know a great deal about the topic, you may be able to produce the post very quickly. If it's on a topic you know very little about and information is not widely available, that short post may take you nearly all day. One client might require that you conduct interviews or extensive online research, while another might let you write off your own knowledge of a topic.

In blind--bidding scenarios like you see on online job ads, I have sometimes sent in a big range and just said, “*Once you’ve described your project to me, I’ll be able to give you a more precise quote.*”

## **9. Raise objections**

If there are legitimate reasons you can point to why the gig should pay more, raise them. For instance, I once got a prospect to raise their rate from \$200 per short article to \$300 by pointing out they wanted a large quantity of work done on a rush basis, on a fairly sophisticated topic.

Does the job require marketing to a sophisticated audience of CFOs of technology companies, for instance? That’s a specialized skill not every freelancer can deliver – which means you should charge a premium.

By the same token, accepting rush work means you are taking a client’s crisis and are willing to make it *your* crisis. You may have to work nights or weekends or get up extra--- early to make this rush deadline – so remember that rush work should always pay more than your usual rates.

The question I always get about countering an offer like this is how to do it without being rude or offensive. It’s definitely key to always keep the negotiation very calm and professional. You don’t hate their guts – you just have an issue you want to raise. It’s just business.

My preferred tactic is to profess mild surprise: “Really? I’m a little surprised to hear that’s the rate you’re offering, because [state your objections here – it’s rush work, complex subject matter, etc]. I was thinking more along the lines of X+ rate.”

Then just let that lay while they think about it. Maybe they’ll counter and you’ll meet in the middle, or maybe they’ll just say, “Nope, X is all we’ve got for this.”

## **10. Stand firm...**

There are two ways to present a bid. One is to say, “*Here’s my quote. The end.*” Final offer. Boom. Take it or leave it.

The advantage here is you seem very decisive and professional. It's clear you know what you're worth and what you're willing to take the project for, and that you're ready to walk if this isn't a scenario that fits your desires.

## **11. Or leave the door open**

If that idea of dropping your bid and standing pat, scares you and you really want this client, another way to approach it is to submit your bid but end with, *"If you're considering going with another writer purely on price here, I'd appreciate a chance to hear about it and have an opportunity to revisit my offer."*

That lets them know you have some wiggle room and you really want the gig. You can always say no later if you don't like their counter-offer, but you can feel more confident that you won't lose the gig because you're underbid. This can be useful if you're in a situation where it's hard to tell how to bid it, or you're new to bidding pro rates and worried you're too high.

Either way, somewhere in here you'll be down to a final offer from the prospect. Then, it's time for you to make a decision on whether the project is worth your time at the rate they're offering. Weigh all the reasons you might want the gig – is it a good portfolio piece? Gets you into a new type of niche? They may have ongoing work? Then, make your final decision – and stick with it.

## **12. Bid by the project**

In most cases, you should bid by the project and not by the hour.

Clients often balk at hourly rates (often, they are comparing the rate to a salaried hourly rate without taking into account the benefits that go with that salary). An hourly rate just always sounds more expensive to a prospect. As a newbie, you want to avoid hourly--- type gigs since you'll be slower than other writers. Prospects may worry that they'll end up overpaying you.

So, whenever possible avoid naming your hourly rate.

Also, quoting a project price lets the client know what he or she needs to pay at the start of the project. With an hourly rate, the client may fear that the cost of the project will exceed their budget.

Quoting by the project benefits you, too. It rewards you for being efficient. If you learn to work quickly and accurately, you will earn more as time goes on. And the client will never be the wiser that over time your hourly rate has crept from \$75 an hour to \$125.

It's rare to get \$200 an hour if you quote that much as your hourly rate, but many pro writers end up earning that much. When they get to know a client, they improve their speed...and they stick to their project rates.

Also, if you're charging by the project, the time you spend is none of the client's business. Having to track hours for billing is annoying...so avoid it.

Some exceptions where it's difficult to bid by the project include situations where you are consulting, working on-site for a specified number of hours, editing, or charging for meeting time.

### **13. Get your agreement in writing**

This is one of the most important points in negotiating. When you and the client reach an agreement, memorialize it with a written contract. Even if you think it's a very straightforward assignment, there are always many questions you want answered.

Who owns the rights to the work, for instance, and for how long? Can you take credit for this work? Will you get royalties if it's resold or reused in another medium? These are all details to hammer out in the contract.

If your client is skittish about formal contracts, type up the gist of your agreement in an email and have them respond with "I agree." This at least forms a date--stamped paper trail that might help you should you ever need to sue for payment in future – or even simply to refer back to the contract if scope creep is occurring. (If it is, it's time to renegotiate and get more money!)

So often, freelancers gripe to me about how a project is going or about being paid. Yet, when I ask what their contract said about that issue, they sheepishly admit there is no contract.

The written contract is how you prove what was agreed upon. If you have no defined payment terms, for instance, then the client is under no obligation to pay you ever.

A common flub here is to not have clarity on when the final payment on a project is due. I try to include a clause in my contract that final payment is due within 30 days of turning in the final draft or after revisions are concluded, whichever is sooner.



That way, if the client takes that final draft or design and disappears, you still have a trigger for sending that final bill. Otherwise, if they never give you final approval on that last draft, there is no trigger event where you can demand payment. The project could go into limbo – forever.

I'm also a fan of having short initial contracts if it's ongoing work. I like 60 to 90 days, and then the contract comes up for review and renewal.

This provides a natural opportunity to negotiate for more money if it's turned out that the project is more difficult or complicated than originally described.

### ***Resources:***

Learn more about freelancing: My blog: **Make a Living Writing:**  
<http://www.makealivingwriting.com>

My community for freelance writers: **Freelance Writers Den:**  
<http://freelancewritersden.com>

Handout from this presentation: 13 Negotiating Tips to Earn More:  
<http://www.makealivingwriting.com/13-negotiation-tips-handout/>



## Chapter 3: Contracts 101

***Do I understand these 20 legal clauses commonly found in freelance contracts?***

1. Project description and scope
2. Payment
3. Payment terms
4. Schedules
5. Non-disclosure agreement
6. Work for hire
7. Non-compete
8. Copyright
9. Grant of rights
10. Warranties and indemnifications
11. Conflict of interest
12. Relationship of parties
13. Governing law
14. “Kill” fee
15. Duration
16. Termination
17. Edits
18. Right enforcement
19. Right to use your likeness
20. Assignability

### **Contracts Do's and Don'ts:**

- Keep it simple.
- Don't cave to scope creep.
- Don't be pressured to sign quickly.
- Don't hold your copy hostage to an outstanding payment.

### **Contract red flags:**

- Vague project details
- A client who refuses to countersign the contract
- Client wants all rights for next to nothing
- Pay on publication

- High pressure to sign
- Lack of company contacts (full address, more than one person, phone numbers)
- Bad “gut” feeling

## Sample Contracts

Writer’s Markets

Please complete contract, sign, and, return to us as soon as possible.

### **Author Information Form**

**Assignment:** Earn FT Income From Blogging

**Length:** 2,000 words

**Fee:** \$500

**Deadline:** December 15, 2012

**\*\*Please provide contact information for your interview subject(s), if only an e-mail address.\*\***

We use the following information to generate your check. Please complete the entire form, even if you have supplied us with similar information in the past.

**Name:**

**Social Security Number:**

(for tax purposes only)

**Address:**

**Phone:**

**Fax:**

**E-mail:**

I hereby grant to F+W Media, Inc. (*Writer’s Market*), exclusive first serial world rights to this material for one-time use and **non-exclusive rights for use of the material on electronic or computer-based information services**, by any means and by any media. The rights herein granted include the right to edit, revise, abridge, and condense the material, to change the title, and to use the material, author's name, biography, and likeness as needed in publication, advertising, and promotion. If F+W Media, Inc., wants to reprint this material in any of its magazines or books, F+W Media, Inc., will pay me an additional fee of 25% of the original fee for such use. If F+W Media, Inc., decides not to publish the final,

satisfactory manuscript, F+W Media, Inc., will pay a kill fee of 25% of the original fee.

**By signing this agreement, I verify that all subjects quoted in this piece will be interviewed by me within the next year and that such quotes are in the subjects' own words and given "on the record."**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

On a separate page (or on the back of this sheet) please provide some personal information for a possible bio note: publishing credits, editorial positions held, awards won, how long you've been an active writer, current projects, etc.

## Freelance Writer Agreement

This AGREEMENT ("Agreement") is made and effective on \_\_\_\_\_ (MM/DD/YYYY), by and between \_\_\_\_\_ (Insert the name and address of the Writer) (herein called the "Writer") and \_\_\_\_\_ (Insert the name and address of the Company) (herein called the "Company"). NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

### Terms

**Work to be Performed:** The Writer will write and submit manuscript to Company as following;

*Subject: Length:*

*Schedule for submission:*

Writer has the sole discretion to decide the manner and method in which manuscript shall be produced. The Company reserves the right to edit and abridge as necessary.

**Compensation:** The Company agrees to pay \$ \_\_\_\_\_ for the manuscript. The Company agrees to pay \$ \_\_\_\_\_ per photograph taken by Writer that is published in conjunction with an Article. The Company has sole discretion to decide which Article/s and photograph/s submitted by the Writer is/are to be published. Payment will be made

a) within \_\_\_\_\_ days of publication or b) upon acceptance of manuscript.

### Kill Fee:

Article scheduled for publication by \_\_\_\_\_. In the event that the Company decides not to publish the article as scheduled, it will pay the Writer \$ \_\_\_\_\_ kill fee. All rights will then revert to Writer.

**Original Content:** The Writer warrants that the work is original, accurate, and does not infringe on any copyright.

**Copyright:** The Freelance writer retains the copyright to the specified work but grants to the Company the following rights: (choose one or more) ☐ First Serial Rights ☐ One-Time Rights ☐ Second Serial Rights ☐ Electronic Rights ☐ All Rights ☐ Subsidiary Rights ☐ Dramatic, Television and Motion Picture Rights, ☐ Other define:

**Conflicts of Interest; Non-hire Provision:** The Freelance Writer represents that they are free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Freelance Writer and any third party. Further, the Freelance Writer, in rendering their duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which they do not have a proprietary interest.

During the term of this agreement, the Freelance Writer shall devote as much of their productive time, energy and abilities to the performance of their duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Freelance Writer is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Freelance Writer shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or Freelance Writer of the Company or hire any such employee, consultant, or Freelance Writer who has left the Company's employment or contractual engagement within one year of such employment or engagement.

**Independent Contractor:** The Writer is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co- owners or otherwise, or (iii) allow Freelance Writer to create or assume any obligation on behalf of Company for any purpose whatsoever. Freelance Writer is not an employee of Company and is not entitled to any employee benefits. Freelance Writer shall be responsible for paying all income taxes and other taxes charged to Freelance Writer on amounts earned hereunder. All financial and other obligations associated with Freelance Writer's business are the sole responsibility of Writer.

**Insurance:** The Freelance Writer will carry liability insurance relative to any service that they perform for the Company.

**Choice of Law:** The laws of \_\_\_\_\_ shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

**Waiver:** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

**Assignment:** The Writer is free to assign any of their rights under this Agreement. The Writer will not delegate the performance of any of their duties hereunder without the prior notification of the Company.

**Modification or Amendment:** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

**Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them.

No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

**Severability:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

**Headings:** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

---

Writer (Signature)

---

Date

---

Writer – Print Name

---

Client Company (Authorized Signature)

---

Date

---

Client Company – Print Name

## Copyrighting Contract

### **Parties and Assignment:**

This agreement is made and entered into the \_\_\_\_\_ (day) of \_\_,  
(year) by (client company) \_\_\_\_\_ having a place of  
business at \_\_\_\_\_ (client business address) and  
[business or personal name] (hereafter referred to as “copywriter”). The contract is in  
regards to professional copywriting services to be performed on/for the following project(s):

[insert project(s) title(s) below]

---

---

### **Work:**

Copywriter agrees to produce written materials and provide proofreading services at the request of the client for fees agreed upon in advance and deliver the work by an agreed upon deadline. Copywriter agrees that she will be the sole author of the work, which will be original work by copywriter, free of plagiarism. Copywriter agrees to use reasonable care to ensure that all facts and statements in the work are true and that the work does not infringe upon any copyright, right of privacy, proprietary right, right of publicity or any other right of a third party. Copywriter agrees that client has the right to edit the work in a time frame agreed upon in advance as it deems appropriate for publication, and that copywriter will cooperate with client in editing and otherwise reviewing the work prior to publication. Writer will cooperate with client if any complaints, claims or litigation should arise regarding the work.

### **Confidentiality:**

Copywriter acknowledges that [she/he] may be furnished or may otherwise receive or have access to information which relates to the client’s past, present or future products, creative works, marketing strategies, pending projects and proposals and other proprietary information which gives the client an opportunity to acquire an advantage over its competitors. Copywriter agrees to preserve and protect the confidentiality of the proprietary information of the client and all physical forms thereof, whether disclosed to



copywriter before this Agreement is signed or afterward. Copywriter shall be prohibited from discussing the client or the work with a representative of the press, media or third party without the client's prior written approval.

**Compensation:**

Client agrees to pay copywriter a consultation fee of \$\_\_\_\_\_ per hour, and work at a rate of \$\_\_\_\_\_ per hour. Copywriter will bill client for half of the total estimated cost upon completion of the first proof. Edits and revisions to the initial proof will not begin until payment for half the total estimated cost is received. Copywriter will submit the final invoice for the work after receiving approval of the second proof from client. The turnaround time for comments, edits and/or revisions is one week. If copywriter has not received any comments, revisions or edits within a week of submitting a completed final draft (2nd proof), copywriter will bill client for the remaining charges.

Copywriter requires a signed contract/initialized agreement before beginning Work. Incidental expenses (long distance phone calls, postage, and courier service) are [insert who pays incidental expenses here]. Mileage to special events or interviews is billed at the rate currently accepted by the IRS.

**Payment and Collection:**

Unless otherwise specified in writing, invoices not paid within 30 days of the invoice date will accrue interest at 1.5% per month. Client agrees to pay for each check returned for insufficient funds. Client agrees to pay all reasonable attorney's fees if any account is placed with an attorney for collection. Client agrees that the purchase of the services described herein constitutes "doing business" in the State of [State] and submits itself to the jurisdiction of the State of [State] with respect to any suit brought by [Copywriter] to collect any sums hereunder.

**Client Approval:**

Client is responsible for written approval of work ordered required for the completion of the work. This approval can be in the form of initials or facsimile. Upon acceptance of the work, client accepts responsibility for any further processes in which this work is used. Copywriter is not responsible for errors occurring in this work or projects related to this work after acceptance of the work.

**Changes:**

Any verbal or written changes made by client to the scope of the work following its initiation by copywriter are subject to additional charges. Should such changes negate any part of the work already completed at the time of the changes, client accepts responsibility for payment of the completed work and all services related to it, in addition to charges for the changes.

**Cancellation:**

Upon written or verbal cancellation, client is responsible for payment for all expenses incurred and any work done toward the completion of the project based on the percentage of project completed. Should Client cancel the project following its completion, client is responsible for full payment as per the above estimate plus all other expenses incurred.

I, \_\_\_\_\_ (Client company representative), assert  
that I am a person employed by

\_\_\_\_\_ (Client), and that I have the authority to  
promise payment for the services rendered by [Copywriter] for the aforementioned Work. I  
assert that I have read, understood and agree to the Copywriting Contract and Agreement.

---

**Client Signature**

\_\_\_\_\_

**Date**

I, (copywriter) assert that I have read, understood and agree to the CopyWriting Contract  
and Agreement.

---

**Copywriter Signature**

\_\_\_\_\_

**Date**

## **Carol's freelance blogging contract**

### **CONTRACT**

[CONTACT BLOCK HERE, YOUR COMPANY LOGO, ETC.]

This is an agreement between [CLIENT] referred to as "Client" and [FREELANCER'S NAME], a freelance writer and owner of [FREELANCER'S BUSINESS NAME], referred to as "Freelancer" throughout this document.

Client agrees to compensate Freelancer for drafting exclusive and unique content for the [CLIENT'S BLOG NAME] blog. Client will provide freelancer with topic ideas [or "Freelancer will generate topic ideas"], based on her understanding of the marketplace and target audience [DEFINE HERE]. The topics will be captured in an editorial calendar to which both parties have access.

Freelancer agrees to draft X blog posts/articles per month, at a minimum length of \_\_\_\_\_ words apiece. Blogs will carry Freelancer's byline and a link to her website. [www.\\_\\_\\_\\_\\_](http://www._____).

Freelancer warrants that she is entitled to grant rights to the blogs created hereunder, and that the content will be unique, previously unpublished and not plagiarizing of anyone else's work. Client has permission to use any photographs, biographical information or other ancillary materials provided by Freelancer, in any media.

Client retains the rights to all content produced.

Client agrees to pay Freelancer the amount of X per month for writing services provided. Payment will be made via [CHECK, EFT, PAYPAL, etc.]. Terms are 50 percent paid up front and 50 percent on conclusion of work for the first month, and full payment due at the end of each subsequent month. Aside from the initial month, payment terms are [NET 14 DAYS, ideally].

[Any additional services go here, such as: "In addition, Freelancer will provide a minimum of one hour of social-media consulting time at \$X per hour per month. Any additional consulting needed will be paid at \$X per hour."]

This contract is effective as of [DATE] and expires [DATE 60-90 days from start date].

**SIGNATURES**

# Template For Writing A Retainer Agreement

Pretty self explanatory:  
ABC Company Marketing  
Proposal

## Title

## Objective:

I briefly outline what we are going to accomplish or the results that the client wants to achieve. As I understand it, ABC company would like to increase traffic to the website by adding 17 pages of content ranging from X to Y.

This is where I spell out how we will reach their objectives. To increase traffic 5-fold, I recommend that we beef up your website pages, launch a blog, begin a lead nurturing campaign and create downloadable content. This will help you increase your website traffic and customers.

## Recommendation:

## Price/Fee

I put the fee up high so they know what I'm charging so they don't have to hunt for it.

The small print is all the little things you want them to know, such as how many revisions, or whether printing costs will be included.

Don't forget to add a cancellation clause.

## What you will do/services

I briefly outline what we are going to accomplish or the results that the client wants to achieve. As I understand it, ABC company would like to increase traffic to the website by adding 17 pages of content ranging from X to Y.

## Small Print

This is where I spell out what they have to do next, and then how (and when) I will begin the project.

## Next Steps

I sign the agreement, and then ask them to sign, date, make a copy and return with first deposit or total fee.

## Sign, Date & Return

# change order

client:

contact:

project:

project number:

date:

**description of change:** (attach additional sheets, as needed)

number of additional sheets attached:

**schedule revision:**

**budget revision:**

☐

**okay to proceed**

☐

**do not Proceed**

Please advise if there are any questions or if the information is incorrect.  
Please sign, date and return the original form and keep a copy for your files.

---

client:

---

date



## **Chapter 4: How to Manage Clients and Projects for Profit**

### **Questions for setting up your business systems for managing clients:**

- What workflow tools will I use?
- How will I keep project rosters?
- Will I use physical or virtual project folders?
- How will I keep a project calendar?
- How will I track my time, to learn what hourly rate I'm earning (even if I charge by the project)?
- How do I prefer to manage client communication? On Basecamp, Skype, email, phone, IM?

### **Freelance business-management questions to ask:**

- What will my criteria be for managing multiple clients and deadlines – how will I prioritize?
- How will I keep in touch with past clients to cultivate future business?
- How will I contain problems that arise with PITA clients, and draw boundaries?
- How will I do marketing once I get busy, to make sure I don't end up with only one client?
- How will I plan for problem scenarios that might crop up within my projects?
- What flexibility to I have with my deadlines and schedules that might allow me to juggle last-minute writing needs?
- How will I identify and prevent scope creep?
- What are my preferred tactics for managing difficult people?
- What approaches could I use to turn one-off projects into ongoing clients?
- Do I have a payment calendar of when payments are due, so I can spot overdue payments fast?
- If clients don't pay, what policies do I want in place and what steps will I take to collect – hiring a collection agency, adding a late fee, etc?

### **Action Item:**

Analyze my client list at least twice a year. Evaluate each client in terms of annual revenue, personal relationship, hourly rate. Consider which client(s) should be replaced first.

### **Resources:**

Here are the tools we mentioned for calendaring, customer relationship management, project management, and more:

[Google Calendar](#)

[Google Docs](#)

[iCal](#)

[Act!](#)

[SOHO Organizer](#)

[Open Project](#)

[Basecamp](#)

[Salesforce](#)

[Sugar](#)

[Nimble](#)

[Trello](#)

[Asana](#)

[Evernote](#)

### **Handouts**

For worksheets on evaluating your clients, see the handouts named **Client-Value-Worksheet.xls** and **Client-Value-Analysis-Grid.xls**

## **NOTES:**