



678.697.2555 ■ <http://www.5starwriting.com>

Writing Services Agreement

This agreement between Five Star Writing, Inc. and _____ (Client) shall be effective as of the date signed, superseding all previous agreements.

Scope of Work

This agreement shall cover the following work:

Fees

The work included in this agreement shall be performed: *(check one)*

on a fixed-fee basis. The fixed fee for the work described above is _____. Work in excess of this scope will be billed at _____. This fixed-fee includes ___ rounds of minor revision and ___ hours of meetings. Major rewrites, or work outside the scope defined above, will incur additional time and cost.

on an hourly basis. All work for the project shall be invoiced at an hourly rate of \$____/hour.

Retainer

- No retainer is required for this project.
- A retainer/deposit of \$_____ shall be paid prior to commencement of work.

Payment

Each invoice presented to Client by Five Star Writing, Inc. shall be due and payable in full within 15 calendar days of the date of the invoice. In the event that any invoice becomes past due, Five Star Writing, Inc. reserves the right to cease work on all Client projects until the past-due balance is paid in full.

Commencement

This agreement shall commence when Five Star Writing, Inc. receives a signed agreement from Client and any initial payment as described above.

Ownership

Any copy or other intellectual property developed under the scope of this agreement shall be owned by Client once payment in full has been received by Five Star Writing, Inc. Unless work performed under this agreement was performed under non-disclosure, Client grants Five Star Writing, Inc. the right to display samples of the work for portfolio or other marketing purposes.

Warranty

Five Star Writing, Inc. warrants that, during the term of this agreement, all work will be performed in accordance with generally accepted industry standards and practices.

Limitation of Liability

Five Star Writing, Inc. total liability to Client for any and all claims relating to or arising under this Agreement shall be limited to the amount actually paid by Client to Five Star Writing, Inc. under this Agreement.

In no event shall Five Star Writing, Inc. be liable to Client for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach or warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

Term and Termination

This Agreement shall remain in effect until terminated as provided hereunder. Either party may terminate this Agreement without cause at any time upon ten (10) days prior written notice. If this Agreement is terminated by Client, Five Star Writing, Inc. will retain any initial payments or deposits.

Upon termination of this Agreement, each party shall return or destroy all Confidential Information obtained from the other party and copies thereof; and Client shall pay all of Five Star Writing, Inc.'s fees, expenses and other costs payable by Client which have accrued through the date of termination. If termination occurs prior to completion of services contemplated under an applicable Work Order, Client shall pay Five Star Writing, Inc. its then current hourly rate for any and all services performed in the pursuit of completing this Agreement.

Miscellaneous

a. Assignment. Neither party may assign this Agreement, in whole or in part, without the express written consent of the other party.

b. Applicable Law/Attorney Fees. This Agreement shall be governed by the Laws of the principal place of business of Five Star Writing, Inc.; _____, _____, U.S.A. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

c. Entire Agreement. This Agreement constitutes the entire agreement between Five Star Writing, Inc. and Client, and merges all prior and contemporaneous communications with respect to the subject matter hereof. The terms on any purchase order or other form submitted by Client shall not apply to this Agreement. This Agreement shall not be modified except by later written agreement signed by both parties.

d. Severability/Waiver. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

e. Independent Contractor. Five Star Writing, Inc. shall act at all times as an independent contractor. Five Star Writing, Inc. may use subcontractors to perform services under this Agreement.

f. Counterparts. This agreement may be executed in any number of counterparts. Each counterpart shall have the full force of the original document.

g. Confidentiality/Nondisclosure. Any confidentiality agreements in effect between the parties as of the date of execution of this agreement are hereby incorporated herein by reference, and shall have full force and effect.

h. Approvals. When approval of any work product by Client is required, such approval shall not be unreasonably withheld. Client may not make transfer the responsibility for approval of the work product to a third party without the consent of Five Star Writing.

Five Star Writing, Inc.

Client

[Name Here]
Authorized Signature

[Name Here]
Client Signature

Date Signed

Date Signed