

Jonathan Solorio
161 Continente Avenue
Brentwood, CA 94513

Client Name: _____

Address

Attention: _____

Re: Services Agreement

Dear _____:

I am pleased that you have selected me to assist you with your general Editing, Writing, and/or Content Creation needs.

Scope of Work

Jonathan Solorio agrees to perform the services as set forth below:

Please, check the service(s) for which you are employing me:

The overall scope of this project will make use of my **writing and/or editing** skills.

The projected due date for the finished product will be _____.

Jonathan will produce the desired work under the direction of _____.

All work will be done by Jonathan off-site and, regular updates on the project will be delivered via telecommuting on a weekly basis.

The work will be considered complete when both the Client and Jonathan agree that the project, in question, is completed.

Fees

In connection with the performance of services described above, you agree to pay to Jonathan Solorio the following fees:

____ \$40.00/hour for **writing and/or editing** services (in a minimum of a 12 point size format) of any length.

____ A per project basis of _____ per _____.

____ A per diem rate of _____ per _____.

Payment is to be issued to Jonathan via PayPal no later than the following 5th or 20th of the current or next month. An Invoice for services and necessary expenses will be delivered by Jonathan via e-mail no later than the preceding 3 days prior to payment date.

Note: These pay structures are based on general work, and they can be re-negotiated between Jonathan and the Client in question based upon on the nature of the work at the agreement of both parties.

Expenses

In addition to the fees described above, you will be responsible for certain disbursements, expenses, and other costs Jonathan Solorio incurs in connection with this agreement, including the following:

- Jonathan's Commuting expenses for in-person meetings
- The cost of any software necessary to complete the work
- Miscellaneous expenses

Unless special arrangements are otherwise made in writing, fees and expenses of others will be your responsibility and will be billed directly to you. These costs will be approved by you in writing in advance of being incurred. You will be invoiced for all reimbursable expenses, together with appropriate documentation evidencing such expenses. Reimbursable expenses shall be paid by you within 2 days of the date of invoice.

Late Payment Penalty

Jonathan Solorio reserves the right to impose an interest charge equal to 2% per day on any fees or invoiced reimbursable expenses that remain unpaid after the above-listed date(s).

Conditions to Our Performance of Services

Prior to commencing the performance of services, you agree to first:

- Designate a primary point of contact who is responsible for decisions and for answering and resolving questions and issues:

Name: _____

Title: _____

Email: _____

Phone: _____

In order for Jonathan Solorio to perform services for you in an effective and efficient manner, you agree to:

- Provide all information and documentation that Jonathan Solorio may request from you or that may otherwise be useful to us in connection with the performance of services; and
- Immediately advise Jonathan Solorio of any changes to your operations or other information that may require a change in the scope or particulars of the services.

If you want to increase or decrease the scope of the services described above, or want to add additional services, Jonathan Solorio requires that any such changes be mutually agreed to in writing and attached to this agreement as an addendum.

Arbitration allows you to resolve your conflict out of court in a more cost-effective manner than

litigation. This section allows you to designate where and under which state laws disputes will be handled.

Handling of Disputes

This agreement will be governed by and construed in accordance with the laws of CA . Any dispute that arises relating to this agreement shall be settled by arbitration in Contra Costa, CA , in accordance with the rules of the American Arbitration Association, provided that discovery shall be governed by the civil procedure rules of CA or any successor statute, and judgment upon the award rendered may be entered in any court having jurisdiction. You agree to waive any objection to the jurisdiction of such venue.

Notwithstanding the preceding paragraph, with respect to the collection of past due monies that you owe to Jonathan Solorio in accordance with the terms of this letter agreement equal to or less than the jurisdictional limit for small claims court in CA , Jonathan Solorio shall be permitted, in Jonathan Solorio's sole discretion, to bring a summary proceeding against you in such court and you agree to waive any objection to personal jurisdiction or venue, and any right to a trial before jury, in any proceeding in these courts. You agree to pay all costs and expenses, including but not limited to, reasonable attorney fees and court costs, for the collection and/or enforcement of any obligation under this agreement, whether or not a lawsuit or arbitration is commenced.

Rights Retained by Freelancer

The freelancer, Jonathan, shall retain the rights to ownership of his work until payment is remitted, at which point, ownership shall be relinquished to the client. Additionally, after such payment is remitted, Jonathan shall retain the right to display an excerpt of the work, in perpetuity, to his online, digital portfolio.

Termination

This agreement will continue until completion of the services, unless terminated earlier by either party upon 10 days advance written notice. Should either party terminate this agreement prior to the end of the term, you will pay to Jonathan Solorio the unpaid portion of fees for services that were performed, plus all unpaid reimbursable expenses.

Notwithstanding the previous paragraph, if you intentionally or repeatedly do not abide by these terms, and the situation is not resolved within 10 days of receiving written notification from Jonathan Solorio, we reserve the right to end the project immediately.

Independent contractors are different from employees, and each has varying access to benefits, protections, and tax advantages. Having a clause in a contract shows that you and your client understand the type of relationship you are entering into. If you are unsure as to whether or not you are an independent contractor, check out this publication.

Independent Contractor Status

You understand that you are engaging Jonathan Solorio as an independent contractor. This agreement is not intended to create any partnership, joint venture, co-ownership, agency, or employment relationship between us. Unless Jonathan Solorio specifically agrees to, in

writing, Jonathan Solorio will not act for you as your agent or make commitments for you or on your behalf. As such, while ownership of the generated work is relinquished to the client upon receipt of payment, Jonathan does retain the right to use the associated work in his portfolio only.

Miscellaneous

This agreement shall only be amended upon the written approval of both parties. You are not permitted to assign your rights, duties, or obligations under this agreement to any other party without Jonathan Solorio's prior written consent.

This agreement constitutes the entire agreement between you and Jonathan Solorio with respect to the performance of the services set forth above. This agreement supersedes any previous agreements between these parties relating to the performance of these services.

It is a pleasure to have the opportunity to serve you.

If you are in agreement with the terms of our engagement, please sign in the space provided below and return a signed copy to Jonathan Solorio.

Signature
_____, _____
Name Title

Street

City State Zip Code

Signature
Jonathan Solorio, Freelance Editor & Writer
161Continente Avenue
Brentwood, CA 94596

Agreed to and accepted this ___ day of _____, 20___