



DESIGN, PHOTO, AND/OR VIDEO

# LIMITED USE CONTRACT TEMPLATE

Creative freelancers need to be extra-vigilant about how clients use their work. Just because a client has paid for the work doesn't mean they are free to sell, reproduce or alter the original. Creative freelancers must determine in what ways we're comfortable allowing our work to be used or altered - and then put those guidelines in a contract.

Limited use contracts allow creative freelancers to retain control over their work while granting clients license to use the work in certain ways for specific amounts of time. If you plan to use the work yourself, your contract should clearly specify this.

Most templates, like [this one by Freelancers Union](#), provide the basics of an enforceable agreement.

What is the work being completed?

Where and how can it be used?

For what length of time?

Is the license exclusive, or can you license the same work to others?

Can your client modify your work or create other work based on it?

Is the client required to credit you with the work?

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Click [here](#) to download a Word version of this agreement.

Additional contract clauses can be accessed via our ["Next Level Contract Clauses"](#) resource.

# LIMITED USE CONTRACT TEMPLATE

DESIGN, PHOTO, AND/OR VIDEO

In consideration of the promises between the parties as referenced herein, the parties agree as follows:

**PRODUCER**  
**freelancekit**  
Street Address  
City, State 12345

**CLIENT**  
Client  
123 South Ave  
City, State 12345

## 1. AGREEMENT

This Agreement by and between freelancekit (the "Producer" or "Primary Producer") and [CLIENT] ("Client" or "[Another Name]") is made and entered into as of the last date signed by one of the parties below (the "Effective Date"). Producer agrees to perform the Services and provide the Deliverables as described herein, and Client agrees to pay Producer the compensation as described herein. Deliverables include production of \_\_\_\_\_.

## 2. SERVICES & DELIVERABLES

The Services to be provided by Producer for projects include *[designing web content]*, *producing [video footage]* *[designs]* *[photography]* and other media for use in creating the Deliverables. The Deliverables are the work product of the Services. Producer may hire or subcontract with other individuals or entities at will without consent from Client in the creation and provision of Services and Deliverables.

Deliverables include production of \_\_\_\_\_.

## 3. LIMITED RIGHTS ON PROJECTS

Client shall have limited usage copyrights to all copyrightable Deliverables developed by Producer, solely or in collaboration with others, during the term of this Agreement and arising out of or in connection with performing the Services under this Agreement, subject to receipt of payment for the compensation as defined in section 4 "Compensation for Projects." Limited usage includes permission to share the [web content, video footage, designs, photographs] on Client's [website, social media, at conferences, trade shows, for internal or external marketing use] both in whole or partially, and in their original form or any altered state. The Client must obtain written permission from Producer prior to selling the [photographs, video, design].  
If client desires unlimited usage (i.e. usage in a national TV/Radio ad campaign), a new contract will be created to reflect those desires. Producer shall retain the right to use any future productions in promoting itself and services.

#### **4. COMPENSATION ON PROJECTS**

To obtain limited usage rights as described in section 3 “Limited Rights on Projects” for all finished projects, Client agrees to pay Producer \$\_\_\_\_\_ for performed Services. Producer requires 50% upfront on signing of contract. 25% is due upon delivery of first rough draft edits for client review and than the last 25% upon completion of all performed Services.

#### **5. CONFIDENTIALITY**

Each party agrees that the terms of this agreement are confidential.

#### **6. SEVERABILITY**

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

#### **7. TERM AND TERMINATION**

**a.** Term of Contract: Term shall commence on the [Effective/Start Date] and continue until such time as Producer notifies Client in writing that the project is complete.

**b.** Upon termination of this Agreement by Client without Provider’s fault or consent, Client shall pay Provider, in addition to all of the fees earned by Provider pursuant to the term, an early termination fee equivalent to 40% of the total remaining fees payable to the Provider, plus any and all expenses and third-party costs reasonably incurred by Provider through the effective date of the termination. If Client desires to terminate this Agreement due to Provider’s fault, Client shall give Provider written notice detailing the nature of Provider’s fault and the Provider shall have a reasonable period of time (but in no event less than 30 days) to cure such fault. Termination by Client without providing the foregoing notice and cure period shall be considered termination without Provider’s fault, as described above.

**c.** If Client commences any legal action against Producer during the term of this contract, Producer shall have the right to terminate this agreement at its absolute and sole discretion.

#### **8. INDEMNIFICATION**

Client agrees to indemnify Producer, and any of its respective successors, licensees, and assigns, from any and all losses, costs, liabilities, damages, and expenses (including reasonable attorney’s fees) resulting from any breach by Client of any representation, warranty, and covenant under this agreement. Client will defend the Producer against any and all claims, liability, damages, and costs, including legal fees & expenses, arising out of the use, or misuse, of the Deliverables.

## 9. NATURE OF RELATIONSHIP

- a. This agreement is one of an independent contractor and does not constitute any type of partnership, joint venture or similar undertaking as between the parties.
- b. Client shall not provide Producer or any of his/its employees or agents unemployment, medical, disability, workmans comp or retirement, or be responsible for any local, state or federal taxes. A 1099 will be issued to Producer as an independent contractor under FEIN \_\_\_\_\_, and he shall complete an IRS W-9 form to verify the same.

## 10. COLLECTIONS

Client agrees to pay all reasonable attorney's fees and or other fees or costs if the account is placed with an attorney for collection.

## 11. FORUM & CHOICE OF LAW

This agreement shall be governed by the laws of the State of \_\_\_\_\_. Any complaint shall be commenced in the Circuit Court of \_\_\_\_\_ County, \_\_\_\_\_ and only that court shall have exclusive jurisdiction over this Agreement.

## 12. NEUTRAL CONSTRUCTION

This Agreement is the result of negotiations between the parties, none of whom have acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who, or whose attorney, prepared the executed agreement or any earlier draft of same.

Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular, the plural. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision. The section titles and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

**IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:**

**PRODUCER**

**CLIENT**

\_\_\_\_\_  
SIGNATURE TITLE

\_\_\_\_\_  
SIGNATURE TITLE

\_\_\_\_\_  
PRINT DATE

\_\_\_\_\_  
PRINT DATE

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This contract template addresses many of these questions, and should help you build a solid foundation to protect your business and your work. It is not intended to convey or constitute legal advice. Please consult a lawyer when creating a contract to ensure it is uniquely suited to your business.

**Need help finding a lawyer?**  
Download the [Freelancers Union app](#) to connect with a lawyer committed to helping freelancers and who understand the freelance life.