

## Freelance Legal Work Agreement

This agreement is entered into between **[name of hiring law firm]** (“Law Firm”) and **David Sulzbacher**, the undersigned freelance attorney (“Freelance Attorney”).

**Project.** Freelance Attorney agrees to complete **[name or title of project]** on a contract project basis for Law Firm. The scope of the project includes **[description of scope of work to be done on project, including name of case and deadline]**. Freelance Attorney and Law Firm will routinely consult and agree on the logistics and other details of the performance of this Agreement, as needed.

**Employment relationship.** Freelance Attorney shall be engaged by Law Firm as an independent contractor. Freelance Attorney is not an employee of Law Firm and is therefore not entitled to any benefits afforded to employees or partners of Law Firm. As an independent contractor, Freelance Attorney will determine when, where, and how the above-referenced project will be completed. This Agreement shall not be construed to create any relationship of partnership or joint venture, or association between Freelance Attorney and Law Firm. Freelance Attorney operates as a sole proprietorship. Freelance Attorney shall be responsible for paying any applicable taxes, including income tax. Freelance Attorney shall also be responsible for paying any business expenses in the normal course of project completion; unexpected expenses will be subject to further negotiation between Freelance Attorney and Law Firm.

**Conflicts of Interest.** Freelance Attorney is a licensed attorney in good standing in Washington. Law Firm recognizes that Freelance Attorney enters into freelance work agreements with other attorneys, law firms, and legal entities. Freelance Attorney agrees to check for conflicts of interest and to honor professional obligations under the applicable Rules of Professional Conduct.

**Malpractice Insurance.** Freelance Attorney maintains professional liability insurance coverage through ALPS Corporation. By signing this Agreement, Law Firm represents that it has current professional liability insurance to cover the project outlined in this Agreement.

**Confidentiality.** Freelance Attorney shall keep all client information confidential, including client documents disclosed by Law Firm. The parties agree that client information provided by Law Firm shall be limited to only that which is necessary to complete the work contemplated by this Agreement.

**No Attorney-Client Relationship.** This Agreement shall not be construed to create an attorney-client relationship between Freelance Attorney and Law Firm's clients, or between Freelance Attorney and Law Firm. At all times, Law Firm will exercise its independent professional judgment and make all final decisions regarding its cases and clients.

**Work Product.** Law Firm shall own all rights to any work product generated by Freelance Attorney while completing the project described in this Agreement. Law Firm may modify any work product prepared by Freelance Attorney. Ultimately, Law Firm is responsible for supervising the work of Freelance Attorney, and for the content of pleadings or other material submitted on behalf of its clients.

**Compensation.** Freelance Attorney shall be paid for legal services rendered under this Agreement at the hourly rate of \$[amount]. Freelance Attorney shall submit an invoice to Law Firm, and payment shall be made within thirty (30) days of the submission of the invoice. After thirty (30) days, interest of 1.5 percent per month shall be assessed and added to the remaining total fees until said invoice is paid in full. Freelance Attorney acknowledges and agrees that Law Firm may bill its clients for the amounts due to Freelance Attorney at whatever rate or in whatever manner it deems appropriate and consistent with its own billing practices. All payments made by the Law Firm to Freelance Attorney will immediately become property of Freelance Attorney and will not be placed in an attorney trust account.

**Severability.** All provisions of the Agreement are severable. The determination that any particular provision or term is illegal or unenforceable shall have no effect upon the remaining terms of the Agreement.

**Assignment.** Neither party may assign its duties or rights under the Agreement without prior written approval of the other party.

**Modification to Agreement.** Any modification of this Agreement will be governed effective only if it is in writing and signed by both parties.

**Termination.** Either party shall have the right to terminate this Agreement with reasonable cause, effective immediately upon giving written notice. In the event of termination, Law Firm shall pay Freelance Attorney for work done up to the point of termination.

**Limitation of Liability.** The sole and entire maximum liability of Freelance Attorney and any of the providers of services performed under this Agreement, and Law Firm's sole and exclusive remedy for any cause whatsoever, shall be limited to the amount paid by the Law Firm for services performed under this Agreement. Any cause of action by Law Firm against Freelance Attorney must be instituted within three (3) months after completion of services performed under this Agreement or be forever waived and barred.

**Governing Law and Arbitration.** This Agreement shall be governed by and construed in accordance with the laws of the United States of America in the State of Washington. The parties hereto shall make a reasonable attempt to settle any dispute, which may arise concerning this Agreement, by friendly discussions. If such dispute cannot be settled by such means, the parties agree to have any and all disputes resolved solely by binding arbitration and shall be bound by any decision issued as a result thereof.

**Electronic Signature.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither

party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

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David Sulzbacher  
The Law Office of David Sulzbacher

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Date

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LAW FIRM

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Date