FREELANCE & SMALL BUSINESS SERIES

Scope-of-Work Contract Template

Start every project protected — in writing, before any work begins.

THE 11 PM PROBLEM THIS SOLVES

A client agrees to a project on a handshake or in a friendly chat thread. Three weeks later you disagree about what was included, when it was due, and how much is owed. Without a written scope, every disagreement becomes your word against theirs — and the person holding the money usually wins.

This template fixes that in one sitting. You and your client write down exactly what will be delivered, what is NOT included, when each milestone is due, what it costs, and how changes are handled — then you both sign it before work starts.

HOW TO USE THIS TEMPLATE (15 MINUTES)

1. Fill in pages 2–8 together or send the fillable PDF to your client to complete with you.
2. Be specific. 'Design a logo' causes disputes. 'Design one logo, 3 concepts, 2 revision rounds, delivered as PNG + SVG' does not.
3. Both parties sign page 11. Keep a signed copy each. Email it so there is a dated record.
4. Use the Change Order Form on page 7 for EVERY extra request — no exceptions, even small ones.
5. Track scope, pricing, and payments in the included spreadsheet from day one.

IMPORTANT — PLEASE READ

- This template is a general business document for organizing your agreement. It is not legal advice and does not create an attorney-client relationship. Laws vary by state and country.
- For large projects, high-risk work, or anything you do not understand, have a licensed attorney in your area review your completed agreement before you sign.

1 — The Agreement & The Parties

Who is hiring whom, for what, starting when.

This Scope-of-Work Agreement ("Agreement") is made between the Service Provider and the Client named below. By signing page 11, both parties agree to the scope, terms, and payment schedule in this document.

SERVICE PROVIDER (YOU)

Full / business name: _____ Phone: _____

Email: _____ Website: _____

Mailing address: _____

CLIENT

Full / business name: _____ Phone: _____

Email: _____ Contact person: _____

Mailing / billing address: _____

PROJECT OVERVIEW

Project name / title: _____

Agreement date: _____ Planned start date: _____ Target end date: _____

Where work happens (remote / on-site / address): _____

PROJECT SUMMARY — in 2–3 plain sentences, what is this project and what does success look like?

_____

_____

_____

2 — Scope of Work: Deliverables

List every deliverable. If it is not listed here, it is not included.

Write each deliverable as a finished thing the client will receive — not an activity. Include quantity, format, and size or length wherever they apply. Add rows on a separate signed page if you need more space.

#	Deliverable (what client receives)	Format	Qty / size
1	e.g. Homepage design — desktop + mobile layouts	Figma file + PDF proof	2 concepts
2	e.g. Logo — primary + one variation	PNG, JPG, SVG	Final files
3			
4			
5			
6			

SERVICES INCLUDED (work behind the deliverables — calls, setup, research, revisions process):

1. _____

2. _____

3. _____

SPECIFICITY CHECK

- Could a stranger read this page and know exactly when the job is done? If not, add quantities, formats, and limits until they could.

3 — What Is NOT Included

The out-of-scope list is what prevents the #1 freelancer dispute: scope creep.

Anything listed below is outside this Agreement. If the Client asks for it later, it is handled only through a signed Change Order (page 7) at the rates on page 6.

OUT OF SCOPE FOR THIS PROJECT

1. *e.g. Copywriting / writing the website text*
2. *e.g. Stock photos, fonts, plugins, or software licences*
3. *e.g. Ongoing maintenance or support after final delivery*
4.
5.
6.

ASSUMPTIONS BOTH PARTIES RELY ON

- The Client will provide all content, logins, brand files, and approvals listed on page 8 by the dates agreed.
- Prices assume the deliverables and quantities on page 3 only. New requests change price and timeline.
- Third-party costs (printing, stock, software, ads) are NOT included unless written on page 6.

OTHER ASSUMPTIONS (WRITE YOURS)

Assumption: _____

Assumption: _____

4 — Timeline, Milestones & Acceptance

Dates both sides can plan around — and a clear definition of 'done'.

Break the project into milestones. A milestone is done when the Client accepts it in writing (email counts) or the acceptance window below passes with no written objections.

Milestone	Due date	Payment due	Acceptance test
e.g. Kickoff + discovery	Jan 6	Deposit	Brief approved
e.g. Draft / concepts	Jan 13	—	Client picks direction
e.g. Final delivery	Jan 27	Balance	Files received

ACCEPTANCE RULES

Client review window (business days): _____ Delay notice required: _____

If Client is silent past the window, milestone is: _____

Suggested wording if you leave the line above blank: "If the Client does not respond within the review window, the milestone is treated as accepted so the project can keep moving. Silence is never acceptance for the FINAL payment milestone — final delivery always needs a clear written 'approved'."

DELAYS: If either party will miss a date, they will say so in writing as soon as they know. Client delays (late content, late feedback) move later milestones by at least the same number of days.

5 — Price, Payment Schedule & Expenses

The money, in writing: total, deposits, due dates, and what happens if payment is late.

HOW THIS PROJECT IS PRICED (TICK ONE AND COMPLETE IT)

Pricing type: Fixed price / Hourly / Day rate / Retainer — circle one: _____

Total fixed price $: _____ OR hourly rate $ / hr: _____ Est. hours: _____

Currency: _____ Taxes included? Y / N: _____ Invoice terms (days): _____

PAYMENT SCHEDULE

Payment	Amount $	Due when	Invoice #
Deposit — work does not start until paid		On signing	
Milestone payment		On acceptance	
Final balance — due before final files rel		On delivery	

PAYMENT DETAILS

Payable to: _____ Method (transfer / card / check): _____

Late fee / interest (write amount or %): _____ Grace period (days): _____

EXPENSES: Only pre-approved expenses over the amount on page 3 are billed, at cost, with receipts. Travel, printing, stock, and software are excluded unless written here or in a Change Order.

6 — Changes & Change Order Form

New idea? Great — write it, price it, sign it. Then do it. Never the other way round.

THE CHANGE RULE (BOTH PARTIES AGREE):

- Any work not listed on pages 3–4 is a change, even if it feels small or quick.
- No change work starts until this form is completed and signed (email approval counts) by both parties.
- Each signed Change Order updates the total price and timeline in the spreadsheet tracker.

CHANGE ORDER # ____ (ONE CHANGE PER FORM — PHOTOCOPY OR REPRINT AS NEE

Date requested: _____ Requested by: _____

What is changing / being added: _____

Why (client request / new info / problem found): _____

Added cost $: _____ New total $: _____ Timeline change (days): _____

New due date (if any): _____ Payment due for this change: _____

DESCRIPTION OF THE CHANGE (be as specific as page 3):

_____

_____

AGREED & SIGNED FOR THIS CHANGE

Provider signature: _____ Date: _____

Client signature: _____ Date: _____

7 — Revisions, Feedback & Client Duties

Revisions fix the agreed work. They do not create new work — that is a Change Order.

REVISION LIMITS FOR THIS PROJECT

Revision rounds included: _____ Extra round price $: _____

What counts as ONE round (e.g. one consolidated feedback list): _____

HOW FEEDBACK WORKS

- Client sends ONE combined feedback list per round — not a drip of separate messages — so nothing gets lost.
- Feedback must be specific ('make the headline bigger') rather than general ('make it pop').
- Fixing Provider errors (typos in supplied text, broken files, work that misses page 3) is always free and does not use a revision round.
- A change of direction after approval (new style, new audience, new deliverable) is a Change Order, not a revision.

WHAT THE CLIENT WILL PROVIDE, AND BY WHEN

- ☐ Text, images, and brand files in usable formats
- ☐ Logins, account access, and approvals needed to do the work
- ☐ One decision-maker who can approve work and payments
- ☐ Feedback within the review window on page 5
- ☐ Payments on the schedule on page 6

CLIENT MATERIALS DUE (LIST + DATES)

Item: _____ Due date: _____

Item: _____ Due date: _____

The Client confirms they own or have permission to use everything they supply (text, images, logos, data). The Provider may rely on supplied materials as accurate.

8 — Ownership, Portfolio & Confidentiality

Who owns what, when — and what stays private.

8.1 OWNERSHIP ON FULL PAYMENT.
When all amounts under this Agreement are paid in full, the Client owns the final deliverables listed on page 3, for the purposes described in this Agreement. Until full payment, deliverables remain the Provider's property and may not be used, published, or resold by the Client.

8.2 WHAT THE PROVIDER KEEPS.
The Provider keeps ownership of drafts, rejected concepts, working files, methods, templates, know-how, and any tools or materials the Provider owned before this project or created outside it. If the Client wants working/source files, they must be listed as a deliverable on page 3.

8.3 PRE-EXISTING & THIRD-PARTY MATERIALS.
Each party keeps ownership of what they brought into the project. Third-party materials (stock, fonts, software) stay under their own licences, and the party who supplies them is responsible for the licence.

PORTFOLIO USE (TICK ONE TOGETHER)

Provider MAY show final work in portfolio / social media after launch: Yes / No — circle one: _____

If Yes, any limits (e.g. wait until launch date): _____

8.4 CONFIDENTIALITY.
Both parties will keep each other's non-public business information private and use it only for this project. This does not cover information that is already public, or that must be shared with accountants, payment processors, or advisers doing work on this project. Confidentiality lasts 2 years after this Agreement ends, unless the parties write a different period here:

Different period / notes: _____

Neither party will use the other's name or logo publicly except as allowed above, without written permission.

9 — Term, Pauses, Late Payment & Ending

What happens when plans change, payments slip, or the project needs to stop.

9.1 TERM.
This Agreement starts on the Agreement Date on page 2 (or when both parties have signed, if later) and continues until final delivery and full payment, unless it ends early under section 9.3.

9.2 IF PAYMENT IS LATE.
If an amount is not paid by its due date plus any grace period on page 6: (a) the late fee or interest written on page 6 applies; (b) the Provider may pause all work until payment arrives, and due dates move by at least the pause length; and (c) final files are not released until all amounts owed are paid. Pausing for non-payment is not a breach by the Provider.

9.3 ENDING THE AGREEMENT EARLY.
Either party may end this Agreement with written notice (email counts). If it ends early: the Client pays for all work completed up to the end date, plus any non-refundable costs already approved; the deposit is handled as written below; and the Provider will hand over completed, paid-for work in a usable format.

DEPOSIT & NOTICE TERMS FOR THIS PROJECT

Deposit refundable? (Yes / No / Partly — circle one, explain): _____

Notice period to end early (days): _____ Kill fee, if any $: _____

9.4 LIABILITY — IN PLAIN LANGUAGE.
Each party is responsible for its own actions. To the fullest extent the law allows, neither party is liable to the other for lost profits or indirect losses arising from this project, and each party's total liability under this Agreement is limited to the total amount paid or payable under this Agreement. Nothing in this section limits liability that the law does not allow to be limited (for example, fraud or personal injury caused by negligence).

10 — General Terms & Signatures

The short print that holds the whole agreement together. Read it, then sign.

10.1 WHOLE AGREEMENT.
This document (pages 2–11 plus any signed Change Orders) is the whole agreement for this project. It replaces earlier chats, emails, and verbal promises about this project. If there is a conflict, signed Change Orders win for the work they cover, then this document.

10.2 DISAGREEMENTS.
The parties will first try to resolve any disagreement by a good-faith conversation within 14 days. If that fails, they will consider mediation before starting any court or formal process, unless urgent relief is needed.

GOVERNING LAW & NOTICES

State / country whose law governs this Agreement: _____

Notices email — Provider: _____ Notices email — Client: _____

10.3 OTHER POINTS.
Neither party may transfer this Agreement to someone else without the other's written consent, except to a buyer of their whole business. If any part of this Agreement is found unenforceable, the rest still stands. Headings are for convenience only. Signed copies (including electronic or PDF signatures, where the law allows) count as originals.

AGREED & SIGNED — WORK STARTS AFTER SIGNING + DEPOSIT

Provider signature: _____ Date: _____

Print name / title: _____ Client signature: _____

Client print name / title: _____ Date: _____

NOT LEGAL ADVICE

- This template is not legal advice, consult an attorney. Have a licensed attorney review high-value or high-risk projects before signing.

Appendix — Kickoff Checklist & Project Brief

Complete this together on the kickoff call so page 3 is right the first time.

KICKOFF CHECKLIST (TICK AS YOU GO)

- ☐ Signed agreement + deposit received — work has officially started
- ☐ Client materials list agreed, with due dates (page 8)
- ☐ Milestones, review windows, and meeting rhythm agreed (page 5)
- ☐ File formats, sizes, and delivery method confirmed (page 3)
- ☐ One decision-maker named on each side, with phone + email
- ☐ Change rule explained: no extra work without a signed Change Order
- ☐ Tracker spreadsheet started — scope, price, payments entered

MINI PROJECT BRIEF

Audience — who is this for? _____

Goal — what should happen after delivery? _____

Style / references the Client likes: _____

Must-haves: _____ Must-avoids: _____

Biggest risk to this project: _____

KEEP WITH THE SIGNED AGREEMENT: signed pages 2–11, every signed Change Order, final invoices, and the tracker spreadsheet. That folder is your complete record if anything is ever questioned.

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