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## FREELANCING AGREEMENT

by Documatica Legal Forms Inc.

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THIS FREELANCING AGREEMENT (the "Agreement") is entered into this 14th day of May, 2006.

**BETWEEN:**

John Smith  
of  
4892 Main St.  
Toronto, Ontario  
R5G 3G6

*(the "Customer")*

*OF THE FIRST PART*

- and -

Mary Brown  
of  
594 4th St.  
Toronto, Ontario  
U94 3G9

*(the "Freelancer")*

*OF THE SECOND PART*

### 1. BACKGROUND

The Customer manages and administers a duly incorporated and lawfully established business which primarily specializes in landscaping.

It is the belief of the Customer that the Freelancer possesses those skills, qualifications and abilities necessary to provide services to the Customer and further the aims of the

Customer's business.

IN CONSIDERATION OF the mutual benefits and responsibilities specified in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, both the Customer and the Freelancer agree as follows:

## 2. NATURE OF SERVICES

The Freelancer agrees to provide the Customer with the following services, and any other mutually agreed upon services that the Customer may from time to time require (the "Services"):

The Freelancer will write a 100-word poem about the beauty of trees, for artistic use in the Customer's landscaping brochure.

The Customer and the Freelancer understand and accept that the Freelancer is acting as an independent contractor and not as an employee with regard to the provision of the Services. There is no partnership or joint venture between the two parties.

## 3. TERM OF AGREEMENT

This Agreement will take effect immediately upon execution, and will remain in effect until the Services set forth herein have been completed.

This Agreement may be modified or terminated as provided herein.

## 4. COMPENSATION

In exchange for providing the Services, the Customer agrees to compensate the Freelancer with a single payment of \$1,000.00 Canadian Dollars (CAD). The Freelancer recognizes that the Customer may be required the laws of the province of Ontario to deduct any applicable fees or remittances from the Freelancer's compensation.

The Freelancer understands that the above described compensation is to be the sole and exclusive compensation, and that no additional compensation will be provided for the Services.

#### 5. REIMBURSEMENT OF EXPENSES

The Freelancer understands and accepts that the Customer will not provide a reimbursement of any expenses incurred in connection with providing the Services.

#### 6. PAYMENT SCHEDULE

The Customer will pay the Freelancer at the following frequency: The Freelancer will be paid a single lump sum upon completion of the poem..

#### 7. AMENITIES

The Freelancer will be provided with or allowed the use of the following amenities:

The Freelancer will have full use of the Customer's office space and supplies, including the cafeteria and weight room.

#### 8. CONFIDENTIALITY

The Freelancer recognizes the need to keep all confidential information absolutely confidential, and prevent its release to the public, as a material term of this Agreement. The Freelancer agrees not to disclose, report, or use, for any purpose, any of the confidential information disclosed to the Freelancer by the Customer as a result of providing the Services, or which the Freelancer has otherwise obtained or accessed.

The Freelancer will be permitted to disclose any of the confidential information in the following circumstances:

1. If the Customer has given written consent for the Freelancer to disclose the information to a third party.
2. If the Freelancer is required to disclose such information by law or at the request of any governmental, administrative, legislative, or judicial body, provided that the Freelancer will first give prompt notice to the Customer of any possible or prospective orders of disclosure and the Customer has been afforded a reasonable opportunity to prevent or limit such disclosure.

This sample represents only part of a completed document.  
The remainder of the document has been intentionally omitted.

SAMPLE DOCUMENT