

# CONTENT WRITING AGREEMENT

## 1. 1. Parties and Engagement

This Content Writing Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [WRITER NAME], located at [WRITER ADDRESS] (the "Writer"), and [CLIENT NAME], a [ENTITY TYPE] located at [CLIENT ADDRESS] (the "Client"). The Writer will produce written content for the Client as described in Section 2. The Writer is an independent contractor, sets their own hours and working methods, may write for other clients, is responsible for their own taxes and equipment, and receives no employee benefits. The contacts for briefs, drafts, and invoices are [WRITER EMAIL] and [CLIENT EDITOR CONTACT AND EMAIL], and the Client will name one editor authorized to give feedback and approve drafts.

## 2. 2. Deliverables, Volume, and Format

The Writer will deliver [DELIVERABLE DESCRIPTION, e.g., four blog articles of 1,200 to 1,500 words per month] in [DELIVERY FORMAT, e.g., a shared document with headings, internal link suggestions, and a proposed meta description]. Each piece will be written to a brief supplied or approved in advance covering the topic, audience, angle, target keyword where applicable, required sources, and any mandatory inclusions. Word counts are targets with a tolerance of [WORD COUNT TOLERANCE, e.g., 10 percent] unless the brief states a hard limit. Excluded unless separately agreed: original research or interviews, image sourcing, publishing into the content management system, design or formatting work, translation, and promotion. Interviews required for a piece are billed at [INTERVIEW RATE] and scheduled by the Client.

## 3. 3. Briefs, Research, and Sourcing Standards

The Client will supply each brief at least [BRIEF LEAD TIME, e.g., five business days] before the draft is due, together with any product information, style guide, tone of voice guidance, terminology preferences, and access to subject matter experts required. The Writer will conduct reasonable research, will attribute factual claims to identifiable sources, and will include links or citations where the brief requires them. The Writer will not fabricate statistics, quotations, case studies, testimonials, or expert commentary. Where a claim cannot be substantiated, the Writer will flag it rather than publish it. The Client is responsible for verifying product, pricing, legal, medical, financial, and other regulated claims before publication and for any professional review its industry requires.

## 4. 4. Originality, Plagiarism, and Use of Generative AI

The Writer warrants that all content delivered will be original work created for the Client, that it has not been previously published or sold to another client, and that it does not copy or closely paraphrase the work of any third party beyond fair quotation with attribution. The Writer will run each piece through a plagiarism check where the Client requires one and will supply the report on request. The use of generative artificial intelligence tools is permitted only as stated here: [AI POLICY, e.g., permitted for research and outlining, with all published prose written and verified by a human; or not permitted]. Where such tools are used within the permitted policy, the Writer remains fully responsible for accuracy, originality, and compliance with this section, and will disclose the nature of that use to the Client on request. Delivery of content that breaches this section is a material breach.

## 5. 5. Revisions, Feedback, and Acceptance

The fee includes [NUMBER] round(s) of revisions per piece, where a round means one consolidated set of written comments from the Client delivered in a single document. The Client will provide feedback within [FEEDBACK WINDOW, e.g., five business days] of delivery. A piece is accepted when the Client approves it in writing, when it is published, or when the feedback window passes without written comments. Revisions must relate to the

approved brief; a change of topic, angle, audience, or target keyword after the draft is delivered is new work billed at [REWRITE RATE]. If the Client does not provide feedback within [FEEDBACK LAPSE PERIOD, e.g., 15 days], the piece is deemed accepted and invoiceable, and later revision requests are billed at the revision rate.

## **6. 6. Fees and Payment**

The Client will pay [FEE STRUCTURE, e.g., a per-piece rate of a stated amount, a per-word rate, or a monthly retainer for the agreed volume]. Invoices are submitted [INVOICE FREQUENCY, e.g., monthly or on delivery of each piece] and are due within [PAYMENT TERM, e.g., 15 days]. A deposit of [DEPOSIT AMOUNT] is required before work begins on engagements above [DEPOSIT THRESHOLD]. Past-due amounts accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by law, whichever is less, and the Writer may pause work on new pieces while any invoice is more than [SUSPENSION TRIGGER, e.g., 15 days] overdue. Rates are firm through [RATE LOCK DATE] and may be revised afterward on [RATE CHANGE NOTICE, e.g., 30 days] written notice. Rush turnaround requested by the Client is billed at [RUSH SURCHARGE].

## **7. 7. Copyright and Rights Granted**

On receipt of full payment for a piece, the Writer assigns to the Client all right, title, and interest in that piece, including the copyright, and the Client may publish, edit, repurpose, syndicate, and translate it without further permission. Until payment is received, the Writer retains all rights and the Client may not publish or use the draft in any form. Where the Parties intend a license rather than an assignment, the scope is stated here: [LICENSE SCOPE, e.g., first publication rights plus non-exclusive archival rights, with rights reverting to the Writer after a stated period]. Research notes, outlines, interview recordings, and unused drafts remain the property of the Writer unless the Client pays for them separately. The Writer retains the right to reuse general knowledge, skills, and techniques developed while performing the work.

## **8. 8. Byline, Ghostwriting, and Portfolio Use**

Attribution for the content is as follows: [ATTRIBUTION, e.g., published under the byline of the Writer; or ghostwritten and published under the name of the Client or a named executive]. Where the work is ghostwritten, the Writer waives any right to be identified as the author of the published piece and will not claim public authorship. The Writer may nevertheless include the work in a private portfolio shared confidentially with prospective clients, and may state generally that the Writer has worked with the Client unless the Client objects in writing. Where the work carries a byline of the Writer, the Client will not materially alter the substance of the piece in a way that changes its meaning while keeping that byline attached, without the consent of the Writer.

## **9. 9. Confidentiality and Exclusivity**

The Writer will keep confidential all non-public information received from the Client, including strategy, unreleased products, customer information, pricing, analytics, and the existence and terms of ghostwriting arrangements, will use it only to perform this Agreement, and will protect it with at least reasonable care for [CONFIDENTIALITY PERIOD, e.g., three years] after the engagement ends, and indefinitely for ghostwriting attribution. The Writer may work for other clients, including within the same industry, provided the confidential information of the Client is not used for their benefit and no piece is sold twice. Where the Client requires category exclusivity or a non-compete on named competitors, the scope, period, and additional fee are stated here: [EXCLUSIVITY TERMS].

## **10. 10. Term, Termination, and Kill Fee**

This Agreement begins on the Effective Date and continues [TERM DESCRIPTION, e.g., until the agreed deliverables are complete, or on a month-to-month basis]. Either Party may terminate for convenience on

[TERMINATION NOTICE, e.g., 14 days] written notice, or immediately for a material breach not cured within [CURE PERIOD, e.g., seven days] after written notice. If the Client cancels a commissioned piece after work has begun but before delivery, a kill fee of [KILL FEE PERCENTAGE] of the agreed fee is payable, and the Writer retains all rights in the unfinished draft. On termination, the Client will pay for all accepted and delivered pieces, and rights transfer only for pieces that have been paid for. Obligations on confidentiality, ghostwriting, ownership, and payment survive termination.

## **11. 11. Warranties, Liability, and Indemnification**

The Writer warrants that the content will be original, will be written with professional skill and care, will not knowingly infringe the rights of any third party, and will not be defamatory. The Client warrants that materials, data, claims, and product information it supplies are accurate and lawful. Except as expressly stated, the content is delivered without further warranty, and the Writer does not warrant any traffic, ranking, engagement, or commercial result from publication. Neither Party is liable for indirect, incidental, consequential, or special damages or lost profits, and the total liability of the Writer will not exceed the fees paid for the piece giving rise to the claim. Each Party will defend and indemnify the other against third-party claims arising from breach of its own warranties, and the Client will indemnify the Writer for claims arising from edits made after delivery or from claims the Client instructed the Writer to include.

## **12. 12. Governing Law and General Provisions**

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and disputes will be brought in the state or federal courts located in [VENUE COUNTY AND STATE] after the Parties attempt informal resolution for at least [NEGOTIATION PERIOD, e.g., 15 days]. The prevailing Party may recover reasonable attorney fees and costs. This Agreement with any attached brief or rate card is the entire agreement between the Parties and supersedes prior discussions; amendments must be in writing and confirmed by both Parties, and an email that clearly states the change and is acknowledged satisfies that requirement. The Writer may not subcontract writing to another person without written consent. Neither Party may assign this Agreement without consent except to a successor of substantially all of its business, and if any provision is unenforceable the remainder stays in effect.

## **13. 13. Signatures**

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date. WRITER: [WRITER NAME]. Signature: \_\_\_\_\_. Printed Name: [WRITER SIGNER NAME]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: \_\_\_\_\_. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures.

## **14. Disclaimer**

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