**Agreement to Write and Translate**

Parties and Assignment. This agreement (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2015 (the “Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”), having a place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter referred to as “Writer”). The contract is in regards to professional freelance writing and translation services.

In consideration of the mutual covenants made herein, the parties agree as follows:

Writer agrees to produce written materials (the “Work”) at the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for fees agreed upon in advance and turn in or deliver the Work by an agreed upon deadline.

Writer shall translate the complete contents of a book that will be provided by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The book shall not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ words. Writer shall agree to offer 2 free revisions of the final product. All feedback and revisions will be submitted through one point of contact at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Writer agrees that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the sole author and owner of the work. The new translated work will be original work by Writer, free of plagiarism. Writer agrees that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has the right to edit the Work as it deems appropriate for publication. Writer agrees that the work will be the sole ownership of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and can be used and distributed as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ wishes without ongoing royalties or fees. Furthermore Writer will not be able to sell, distribute or post the work online or to any other party. Writer agrees to hold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its officers, agents and employees harmless from any claim, action, or proceeding alleging facts that constitute a breach of any warranty enumerated in this Agreement and further agree to indemnify and hold harmless \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its officers, agents, and employees against expenses and attorneys’ fees that may be incurred in defense against each claims, action, or proceeding.

Writer acknowledges that he/she may be furnished or may otherwise receive or have access to information which relates to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ past, present or future products, vendor lists, creative works, marketing strategies, pending projects and proposals, and other proprietary information which gives \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an opportunity to acquire an advantage over its competitors who do not know or use it (the “Proprietary Information”). Writer agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof. In addition, Writer shall not disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for his or her own benefit or for the benefit of any third party.

Writer is responsible for the payment of all federal, state and/or local taxes with respect to the services she performs for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as an independent contractor. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will not treat Writer as an employee for any purpose.

Writer agrees that the purchase of the services described herein constitutes “doing business” in the State of Florida and submits itself to the jurisdiction of the State of Florida. The parties agree that the only venue for any suit brought by either of them with respect to the services sold hereunder shall be in the State Court of Miami-Dade County.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is responsible for written approval of work ordered required for the completion of the Work. This approval can be in the form of email.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature Date Writer’s Signature Date