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npac appc
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PWAC / Professional
Writers
Association
of Canada

TMAC
TRAVEL MEDIA ASSOCIATION OF CANADA
We Are Going Places

URBAN WORKER
PROJECT



**CANADIAN
MEDIA
GUILD**
FREELANCE
BRANCH



Draw Your Line in the Sand:

**Say NO
to Bad Contracts!**

Freelancers have been getting the short end of the stick for years. Not only have rates been dropping, more and more contracts demand your copyright, moral rights, and contain onerous indemnification clauses. These clauses leave you on the hook for defending yourself against any legal claims, while it is most likely you worked with an entire team at the firm that contracted you to publish the final product. It's hardly your entire responsibility to shoulder the blame.

It's time to say NO to these contracts and make the contractors realize that they can't take advantage of you. We can help you understand the contracts and provide suggested alternative language.

You should always get a written contract before you start work, and the terms of this contract should be negotiated fairly between you and the company. Employers/engagers often present contracts like they are not a choice, but you always have the option of at least asking questions and suggesting changes.

If you don't get a written contract before you start, send an email to the person who hired you confirming the details you agreed to verbally. This gives you an opportunity to correct any misunderstandings and a degree of comfort in knowing the basic terms of your employment.

See some tips on negotiating your fee on the back page of this brochure.

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FREELANCE CONTRACTS 101

1. **Money:** Include rate of pay, when you get paid, late fees, and kill fees. If they decide not to use work you have completed to their satisfaction, the kill fee should be 100%. If half of the work is complete, 50%, etc.
2. **Length of contract or deadline:** When is it due? A series of pieces may have individual deadlines.
3. **Scope:** Outline the exact tasks and deliverables, and be as specific as possible, to avoid “scope creep.” This when the employer suddenly asks you for more work than you originally agreed to. If they want more, ask for an increase to your fee.
4. **Liability:** Good sample language: “The Freelancer warrants the work(s) submitted is/are original and, to the best of their knowledge, do(es) not compromise anyone else’s rights. In the event of a claim against the work, the freelancer will co-operate in investigating and defending against the claim.”
5. **Rights:** Try not to give up your copyright and moral rights. You need these rights to be able to repurpose your work and your research into additional income.
 - **Copyright** – If you have copyright you have the right to resell your work. More importantly, you own all the research and underlying material. You are free to recut and reuse that material.
 - **Moral rights** – giving up moral rights means your name may or may not be attached to the work. The work can also be altered or excerpted in any way without your permission.
 - **Licensing** – Often engagers don’t need copyright, but an unrestricted license for which they pay the fee upfront. It may limit your ability to resell your work in today’s converged media, but you would still own the copyright.



Negotiating a fair rate of pay: There are three numbers you should always try to consider when negotiating your rate for a freelance project.

- 1.** What's going to make it worth actually doing this piece of work? It must at the very least cover your expenses, factoring in equipment, your rent, utilities, health care costs, etc. Then starting adding in your profit. This number is the very least you will accept as payment.
- 2.** What's the going rate for this sort of work? Talk to your freelance peers, or consult resources put together by a professional organization, such as the Professional Writers Association of Canada or Society of Graphic Designers of Canada. You can also get in touch with CMG Freelance about this. This would be your fair rate.
- 3.** How much would you really like to get for this piece? What is your work on this project worth? If the gig involves more research, more interviews, or you're delivering a higher level of expertise than others could, you should attach greater value to your work. You can also consider the engager's "ability to pay"; it's not unreasonable to expect a well-known, high-circulation magazine to pay better than a community newspaper.

Ideally, the amount you charge for your work will be somewhere in the range of these three figures. Keeping these numbers in mind will give you some idea of what your time, expertise and personal brand are worth in each situation.

Before you sign a contract, take time to consider which clauses you might want to get changed, ask someone else to take a look at it and sleep on it. Don't feel rushed into signing a contract that makes you uncomfortable!

Learn more and join our campaign:

cmgfreelance.ca/en/justsayno or freelance@cmg.ca