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The 'case' for contracts: 2 professionals talk business and freelance agreements



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PICTURE THIS: LEARNING THE RIGHTS TO SHARING PHOTOS



Whitney Houston made the phrase “show me the receipts” famous in her 2002 interview with Diane Sawyer. And in B.B. King’s ‘70s hit “Nobody Loves Me But My Mother,” the music legend flat out said even his mother could be “jivin too.” It’s the kind of amusing skepticism that makes lawyers and journalists have an instant bond. We don’t just want to hear verbal talk of ideas, compliments with hidden agendas or handshake agreements. We prefer fact-checking, documented conversations and signatures, please and thank you.



In the world of journalism (worth its weight), police reports, testimonies, first-hand interviews and verified accounts are a necessity to make sure all the information is correct before releasing a blog or news report to the public. The same can be said about releasing any legal documentation in a courtroom or a boardroom from attorneys. There are all kinds of reasons why attorneys make sure to add disclaimers to any “free legal advice” or speculation of an upcoming or current trial, whether it’s theirs or someone else’s. As do credible journalists, both groups need to hear the whole story instead of the hearsay before presenting themselves as a valuable source to readers or a jury.

Lawyers and journalists are under immense pressure to be ethical, credible, hard-working and to keep a stellar reputation. Naturally, there would be synergy between a lawyer and journalist who realized those two worlds could come in handy for legal news tips. While the decision to collaborate on a blog was an easy one for this lawyer and journalist duo

the decision to collaborate on a blog was an easy one for this lawyer and journalist duo after working together off and on for a couple of years, negotiating the terms of the co-writing (freelance) contract was more involved. No matter the camaraderie, business is still very much business.

First there was the process of going through over 50 detailed emails outlining each side's expectations, goals and terms for the project. Then the next step was combining the terms the parties discussed into a written agreement. Then came the contract drafting process, which raised new questions such as: Who owns the copyright to blog posts jointly created by the parties? How would both the lawyer and journalist be credited for blog posts on third-party sites? Who would retain creative control? Who will be responsible for the research of each post?

Contract questions like these are applicable to most freelance agreements even for those who are in neither career field. Here are some general items freelancers should discuss before commencing work on any freelance project to make sure that the upcoming assignment (or case) has no room for miscommunications.





1. Both sides should explain what their ultimate goal is before commencing to work together on the assignment/project.
2. Both sides should explain how they plan to reach the goal mentioned above.
3. Both sides should agree on the exact job roles they will play in the goal mentioned above.
4. Both sides should agree on any monies exchanged for these services. For example, is the freelancer entitled to initial payment before completing the work? Before or after approval? How will funds be split for outside work if the two parties still act as a unit?

5. Can the freelancer retain the work product until they are paid in full?
6. Is the freelancer entitled to share in any revenue generated from the work product? (Note: A work-for-hire clause is another important provision in freelance agreements. This clause stipulates that any work created by the freelancer belongs to the company or individual that contracted the services of the freelancer. Without this clause, the freelancer retains copyright ownership to the work product created.)

While initially the idea of drafting all of this information up may seem tedious, in the case that either party changes the story later (as can happen with lawyer's clients and journalist's interviewees), having those receipts (i.e., contracts) makes all the difference between a hobby and a business. In addition to avoiding potential business conflict, contracts are also a handy reference tool for later use.

Have more legal questions about contracts? Contact [J. Paye & Associates](#) today.

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Shamontiel L. Vaughn contributed to this blog. Find out more about her at [Shamontiel.com](#).

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