

FREE PREVIEW · 5 REAL PAGES FROM THE KIT

The Freelance Ops Kit

a look inside

These pages are taken straight from the US Edition: how the annotated contract rates every clause, the deposit clause that protects your cash flow, the four-phase client system and the first collection emails.

- 01 Master Agreement, Annotated Edition**
Cover and how clauses are rated
- 02 Section 05 · Non-Refundable Deposit**
What it says, what to hold firm on
- 03 Client Ops Playbook**
Four phases, three payment gates
- 04 Collection Sequence**
The emails before and on the due date

■ THE FREELANCE OPS KIT

LEVEL 1 · THE LEGAL SHIELD

Master Freelance Service Agreement *Annotated Edition*

Every clause, explained in plain English: why it is there,
what you can trade, and the lines you should never give
up.

HOW TO READ THIS EDITION

Three kinds of clauses

The clause text is identical to Master-Freelance-Service-Agreement.docx. Each clause carries one rating and a short note. When a client asks for a change, find the clause here before you answer.

HOLD FIRM

26

Never remove or weaken these. They protect your payment, your ownership and your time.

NEGOTIABLE

15

Room to adjust numbers or conditions. Most link to a ready-made fallback in the Negotiation Scripts.

STANDARD

22

Ordinary contract machinery. Clients rarely question them, and you rarely need to change them.

Never send this file

It explains your negotiating positions. Clients receive only the clean Word version.

Change numbers, not principles

A deposit can move from 50% to 30%; it cannot disappear. Payment terms can stretch; ownership still waits for full payment.

Get every change in writing

Agree changes by email, then edit the Agreement or add them to the SOW before anyone signs.

- 4.7 **No Set-Off.** Client may not withhold, offset, or deduct any amount from an invoice without Freelancer's prior written consent.

HOLD FIRM

Stops a client from deducting a disputed amount on their own. Disputes are settled separately; invoices are paid in full.

05 Non-Refundable Deposit and Kill Fee

The heart of the kit. The deposit is framed as payment earned on receipt for reserving your time, which is the framing U.S. courts are most likely to enforce.

- 5.1 **Deposit Required.** Before Freelancer begins any work, Client will pay a deposit equal to **[DEPOSIT PERCENT]** of the total project fee stated in the applicable SOW (the "Deposit"). Freelancer has no obligation to schedule, reserve time for, or begin the project until the Deposit is received in cleared funds.

HOLD FIRM

Cleared funds means money in your account, not a promise or a pending transfer.

[SEE NEGOTIATION SCRIPT 01](#)

- 5.2 **Deposit Earned Upon Receipt.** Client acknowledges that, upon receiving the Deposit, Freelancer reserves exclusive capacity in its schedule for Client's project, declines or defers other paid engagements, and begins planning and preparatory work. Accordingly, the Deposit is fully earned by Freelancer upon receipt and is non-refundable. The Deposit is not a security deposit and is not held in trust for Client.

HOLD FIRM

The most important framing in the kit: the deposit is earned on receipt because you reserved capacity. Do not reword it as a "security deposit".

[SEE NEGOTIATION SCRIPT 02](#)

- 5.3 **No Refund on Client Cancellation.** If Client cancels, terminates, suspends indefinitely, or abandons the project, this Agreement, or the applicable SOW, for any reason or no reason, at any time and at any stage of completion, including before any Deliverable has been delivered, Freelancer will retain the entire Deposit, and Client will not be entitled to any refund, credit, or offset of the Deposit, in whole or in part, under any circumstances.

HOLD FIRM

The explicit no-refund rule, at any stage and for any reason. Keep the wording exactly as written.

[SEE NEGOTIATION SCRIPT 02](#)

- 5.4 **Kill Fee for Work Beyond the Deposit.** If Client cancels after Freelancer has performed work whose value, at the rates or milestones stated in the SOW, exceeds the Deposit, Client will also pay, within seven (7) days of cancellation: (a) the fees for all work performed through the cancellation date in excess of the Deposit; (b) all non-cancellable expenses and third-party costs incurred on Client's behalf; and (c) if cancellation occurs after **[THE ___ MILESTONE / ___% OF THE PROJECT TIMELINE]**, a kill fee equal to **[___%]** of the remaining unpaid project fee (together, the "Kill Fee").

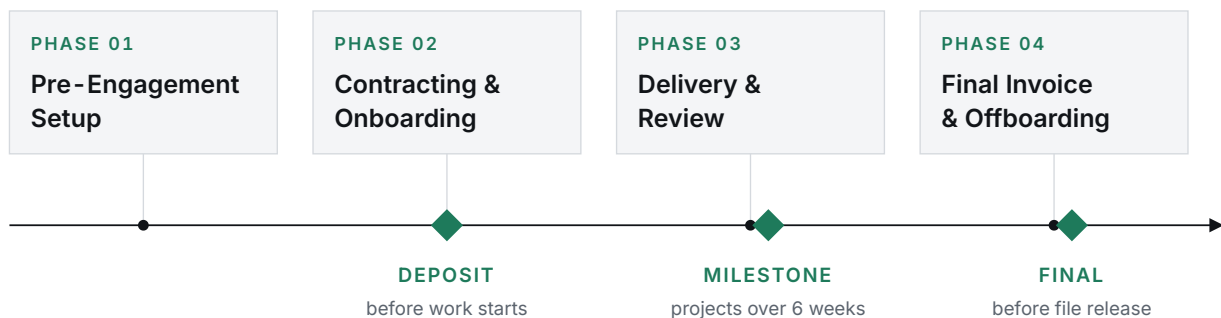
NEGOTIABLE

The kill fee on top of the deposit is negotiable in percentage, not in principle. Work already done is always paid.

THE SYSTEM AT A GLANCE

Four phases, three payment gates

Each phase ends with something signed, sent or paid. Each gate is a payment that must clear before the work moves past it.



No work starts before the deposit clears. No final files leave before the final invoice is paid.

COLLECTION EMAILS

Before and on the due date

EMAIL 1

SEND: 3 DAYS BEFORE DUE

TONE: HELPFUL

Friendly reminder: Invoice **[INVOICE NUMBER]** due **[DUE DATE]**

Hi **[CLIENT FIRST NAME]**,

This is a quick reminder that Invoice **[INVOICE NUMBER]** for **[AMOUNT]**, covering **[PROJECT TITLE]**, is due on **[DUE DATE]**.

The invoice is attached. You can pay by bank transfer to **[BANK DETAILS]**, or online here: **[PAYMENT LINK]**.

If it has already been scheduled, thank you. If it should go to someone else in accounts payable, let me know who to copy.

Best regards, **[YOUR NAME]**

EMAIL 2

SEND: ON THE DUE DATE

TONE: DIRECT

Invoice **[INVOICE NUMBER]** is due today — **[AMOUNT]**

Hi **[CLIENT FIRST NAME]**,

Invoice **[INVOICE NUMBER]** for **[AMOUNT]** is due today, **[DUE DATE]**. I have attached it again, with the payment link: **[PAYMENT LINK]**.

Under Section 4.4 of our Service Agreement, balances not received by the due date accrue a late fee of **[LATE FEE PERCENT]** per month. Please let me know once payment is on its way, or share the expected date.

Thank you, **[YOUR NAME]**



THE FULL KIT

Run your freelance business like a firm.

- 14 ready-to-brand files: contracts, pricing engine, playbook
- 5 country editions: US, UK, Australia, Canada, International
- Google Docs, Sheets, Word, Excel and PDF
- The Northlight Studio worked example, fully filled in
- One payment, free updates within version 1

Get the kit at apexopskit.com