

Freelancing Guide

Career Development

Room M120

Monday–Friday: 7:30 a.m.–3:30 p.m.

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Introduction

This guide was designed to provide basic information and guidelines on freelancing. It is not designed to address all the issues or subject matter involved with freelancing. There are many books and pamphlets on the subject, and we recommend that you take the time to read them. As always, there will be times when these guidelines will not apply to particular situations. You will have to use your own judgment on how to proceed. Whether you are a student or a graduate, the staff and faculty at Minneapolis College of Art and Design, as well as Career Development, is happy to answer any questions concerning freelancing.

Freelance Defined:

Working as a freelance artist is a form of self-employment. As a freelance artist or designer, you are entirely responsible for the job. This includes developing a contract with the employer for each project and determining appropriate fees. Other means of locating freelance opportunities are:

- Contacts through friends, neighbors, and relatives
- Business cards you have distributed
- Previous client recommendations
- Design showrooms
- Registering and searching online

By researching your community, networking, and making employer contacts, you will increase your opportunities for freelance work.

Being self-employed requires taking responsibility for certain tax and legal details not associated with standard employment at a business. Since taxes will not be taken from your freelance income, you will need to report your taxable income and pay the taxes on your own. As an independent contractor, you can obtain a simple business license.

Insurance and Business Plans:

- You may want to consider property and casualty liability/insurance.
- Develop and implement a solid business plan.

Professionalism

It is very important to make a good first impression. This is your business and the way you represent yourself to employers is up to you. The following suggestions will assist you in making a professional impression:

- Be organized! Keep a daily planner to record schedules and freelance appointments
- Use a notebook to keep track of freelance projects and fees
- Carry blank contracts to take notes for appointments with employers
- Always provide a resume and/or portfolio
- Dress and act professionally

Negotiation Skills

The first step towards freelance **negotiation** is to research fees for similar work before the interview. What are others earning doing similar work? Have you determined what is fair and equitable? What have you been paid before? Do you fully understand the job/project and the responsibilities?

It is not advisable to give an estimate at your first meeting with a client. Explain that you will go over figures and return with a realistic bid. You will need to consider the description of the job, estimated length of project, transportation, and supplies. Consider the following list when determining your fee calculations:

- Charge an hourly fee. You may quote by the hour or give a total price for a job based on the rate per hour multiplied by the length.
- A “one time” project *may* demand a higher figure than a job that will lead to additional work.
- Set your price before you do the work. Don’t be caught later accepting much less than the job was worth because of a misunderstanding.
- A contract should be written during the negotiation process.
- If possible, request payment in cash or money order to eliminate the possibility of a bad check.
- You can request a certain amount of the total job payment in advance. You might indicate that this is to help pay for supplies.
- Do not assume that the client’s job is the only project needed. Ask about future work opportunities or freelance referrals.

Based on these factors, you should be able to take your basic project and multiply the number of hours you estimate by your hourly rate, then decide whether you need to round this figure

up or down. If the project is a difficult one with high expectations, then you may want to go up on your bid. If you feel you are close to competition for the project, then you may want to go down to be competitive. If the client agrees to your fees, terrific! If a client would like to “think it over” plan a date to contact them back for follow up. Projects are often lost for lack of persistence. Do not let that happen to you.

Pricing

Beginning freelancers generally have trouble figuring out the “right” hourly rate or flat rate to charge for services. **The Graphic Artist Guild Handbook** outlines some general information about industry pricing. The guidelines, however, are for artists well established in their field of study and do not reflect changes in economic climate. If you are a new freelancer using the Graphic Artist Guild Handbook as a guide, you should consider using rates at 60-80% percent of the published rate.

Graphic Artist Guild Handbook Pricing & Ethical Guidelines, 15th Edition

Graphic Artists Guild Inc. New York, NY April 2018

Contracts

Contracts are established between individuals on a formal and informal basis each day. Both oral and written contracts are binding. It is advisable to construct a **written contract** for freelance work, even if you are not sure if the situation requires it. A simple contract is advisable and should include information regarding project details and expectations, the timeline for completion, fees, and payment schedule. An example is included in this packet.

For a basic contract:

Talent is Not Enough: Business Secrets for Designers

Shel Perkins, New Riders Press. New York, 2006

See next page (page 4) for a sample contract.

SAMPLE

FREELANCE CONTRACT

Date Prepared: _____

Artist's Name: _____

Street Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

CLIENT

Company Name: _____

Contact Name: _____

Street Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Project/Cost Details:

Description of service or artwork to be provided	Cost per hour or per project
_____	_____ per _____
Supplies (if not included in above cost)	
_____	_____
_____	_____
_____	_____
Deadline: _____	
Comments/Specifications: 	Total _____
	Less Advance _____
	BALANCE DUE _____
<i>To be paid in full by money order or cash upon receipt of work or completion of service.</i>	

The attached files and/or artwork are property of _____. Any reproduction, distribution, or use of these designs without the express, advance written and dated consent of above-named artist is strictly prohibited.

Agreement of services, charges, and payments:

Client Signature _____

Date _____

Artist Signature _____

Date _____

Collection

Hopefully you will never have difficulty collecting fees. In the event that you have not been paid by a client for completed work, remember the following:

- Clients have a tendency to put off payment of “small” accounts. They will pay, but not immediately. Patience pays off in the end.
- Politely request payment via a mailed notice.
- If payment is not received within two weeks of a notice, write a reminder requesting the client's immediate attention to the invoice.
- If payment is not received within a week, you may consider writing a more demanding letter.
- If payment is not received after the second letter, you should take one of two possible actions.
 - Write a third letter stating your intention to proceed to the courts for payment
 - File a claim with the “small claims division” of the local court system
- It is recommended that solicitation of payment be conducted during normal working hours: 8:00 a.m. to 5:00 p.m.

Use court action **only as a last resort** and only if you have given the client every opportunity to pay over a reasonable period of time and only if you have completed your part of the agreement.

Dissatisfied clients:

There may be a time when the work you perform for a client does not meet the client’s expectations. This can be a sticky situation since you may feel you have done exactly what was requested. To avoid this situation, it is recommended that you always present the client with **rough drafts** of your project work throughout the process.

Unless the client has completely shifted position and is now requesting something completely different, you are encouraged to work with the client to produce what is wanted. Do whatever is reasonable to meet the client's needs. Producing something the client cannot use will not bring you additional work and may hurt your reputation. Following some of the guidelines suggested earlier may protect against this, but there may be times when you just have to write off a job.

Know your rights:

Upon delivery to the client, ownership of the final product depends on the type of contract agreement between you and the client. In some cases, you will be able to retain certain rights and use the image or content as part of your portfolio. In other cases, you must relinquish complete ownership of the product and cannot use it as part of your portfolio unless you have permission from your client. Be sure to get permission in writing.

For more information about copyright and intellectual property see:

AIGA (American Institute of Graphic Art)

<http://www.aiga.org/content.cfm/design-and-business>

What is copyright?

All information in this section sourced from U.S. Copyright Office (<http://www.copyright.gov>).

Copyright is a form of protection provided by the laws of the United States (title 17, U.S. Code) to the authors of “original works of authorship,” including literary, dramatic, musical, artistic, and certain other intellectual works. This protection is available to both published and unpublished works. Section 106 of the 1976 Copyright Act generally gives the owner of copyright the exclusive right to do and authorize others to do the following:

- To reproduce the work in copies or phonorecords; A phonorecord is defined by the United States Copyright Act of 1976 to be a material object in which embodies sounds (other than those accompanying audio-visual recordings such as movies), for example cassette tapes, CDs, or albums.
- To prepare derivative works based upon the work;
- To distribute copies or phonorecords of the work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- To perform the work publicly, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works;
- To display the copyrighted work publicly, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work; and
- In the case of sound recordings, to perform the work publicly by means of a digital audio transmission.

Who can claim copyright?:

Copyright protection subsists from the time the work is created in fixed form. The copyright in the work of authorship immediately becomes the property of the author who created the work. Only the author or those deriving their rights through the author can rightfully claim copyright.

In the case of works made for hire, the employer and not the employee is considered to be the author. Section 101 of the copyright law defines a “work made for hire” as:

1. A work prepared by an employee within the scope of his or her employment; or
2. A work specially ordered or commissioned for use as:
 - a contribution to a collective work
 - a part of a motion picture or other audiovisual work

- a translation
- a supplementary work
- a compilation
- an instructional text
- a test
- answer material for a test
- an atlas

If the parties expressly agree in a hand-written agreement signed by both parties that the work shall be considered a work made for hire. The authors of a joint work are **co-owners** of the copyright in the work, unless there is an agreement to the contrary. Copyright in each separate contribution to a periodical or other collective work is distinct from copyright in the collective work as a whole and vests initially with the author of the contribution.

Two General Principles of Copyright:

- Mere ownership of a book, manuscript, painting, or any other copy or phonorecord does not give the possessor the copyright. The law provides that transfer of ownership of any material object that embodies a protected work does not of itself convey any rights in the copyright.
- Minors may claim copyright, but state laws may regulate the business dealings involving copyrights owned by minors. For information on relevant state laws, consult an attorney.

Copyright and national origin of the work:

Copyright protection is available for **all unpublished works**, regardless of the nationality of domicile of the author. Published works are eligible for copyright protection in the United States if any one of the following conditions is met:

- On the date of first publication, one or more of the authors is a national or domiciliary of the United States, or is a national, domiciliary, or sovereign authority of a treaty party, or is a stateless person wherever that person may be domiciled; or
- The work is first published in the United States or in a foreign nation that, on the date of first publication, is a treaty party. For purposes of this condition, a work that is published in the United States or a treaty party within 30 days after publication in a foreign nation that is not a treaty party shall be considered to be first published in the United States or such treaty party, as the case may be; or
- The work is a sound recording that was first fixed in a treaty party; or
- The work is a pictorial, graphic, or sculptural work that is incorporated in a building or other structure, or an architectural work that is embodied in a building and the building or structure is located in the United States or a treaty party; or
- The work is first published by the United Nations or any of its specialized agencies, or by the Organization of American States; or

- The work is a foreign work that was in public domain in the United States prior to 1996 and its copyright was restored under the Uruguay Round Agreements Act (URAA). Request Circular 38b, “Highlights of the Copyright Amendments Contained in the Uruguay Round Agreements Act (URAA-GATT),” for further information.
- The work comes within the scope of a Presidential proclamation.

What works are protected?:

Copyright protects “**original works of authorship**” that are fixed in a tangible form of expression. The fixation need not be directly perceptible so long as it may be communicated with the aid of a machine or device.

Copyrightable works include the following categories:

1. Literary works;
2. Musical works, including any accompanying words
3. Dramatic works, including any accompanying music
4. Pantomimes and choreographic works
5. Pictorial, graphic, and sculptural works
6. Motion pictures and other audiovisual works
7. Sound recordings
8. Architectural works

These categories should be viewed broadly. For example, computer programs and most “compilations” may be registered as “literary works”; maps and architectural plans may be registered as “pictorial, graphic, and sculptural works.”

What is not protected by Copyright?

Several categories of material are generally **not eligible** for federal copyright protection. These include among others:

- Works that have not been fixed in a tangible form of expression (for example, choreographic works that have not been notated or recorded, or improvisational speeches or performances that have not been written or recorded)
- Titles, names, short phrases, and slogans; familiar symbols or designs; mere variations of typographic ornamentation, lettering, or coloring; mere listings of ingredients or contents
- Ideas, procedures, methods, systems, processes, concepts, principles, discoveries, or devices, as distinguished from a description, explanation, or illustration
- Works consisting entirely of information that is common property and containing no original authorship (for example: standard calendars, height and weight charts, tape measures and rulers, and lists or tables taken from public documents or other common sources)

How to secure a Copyright:

COPYRIGHT SECURED AUTOMATICALLY UPON CREATION:

The way in which copyright protection is secured is frequently misunderstood. No publication or registration or other action in the Copyright Office is required to secure copyright. (See following Note.) There are, however, certain definite advantages to registration. See “Copyright Registration.”

Copyright is secured automatically when the work is created, and a work is “created” when it is fixed in a copy or phonorecord for the first time. “Copies” are material objects from which a work can be read or visually perceived either directly or with the aid of a machine or device, such as books, manuscripts, sheet music, film, videotape, or microfilm. “Phonorecords” are material objects embodying fixations of sounds (excluding, by statutory definition, motion picture soundtracks), such as cassette tapes, CDs, or LPs. Thus, for example, a song (the “work”) can be fixed in sheet music (“copies”) or in phonograph disks (“phonorecords”), or both.

If a work is prepared over a period of time, the part of the work that is fixed on a particular date constitutes the created work as of that date.

Publication:

Publication is no longer the key to obtaining federal copyright as it was under the Copyright Act of 1909. However, publication remains important to copyright owners.

The 1976 Copyright Act defines publication as follows:

“Publication” is the distribution of copies or phonorecords of a work to the public by sale or other transfer of ownership, or by rental, lease, or lending. The offering to distribute copies or phonorecords to a group of persons for purposes of further distribution, public performance, or public display constitutes publication. A public performance or display of a work does not of itself constitute publication.

Publication is an important concept in the copyright law for several reasons:

- Works that are published in the United States are subject to mandatory deposit with the Library of Congress. See discussion on “Mandatory Deposit for Works Published in the United States.”
- Publication of a work can affect the limitations on the exclusive rights of the copyright owner that are set forth in sections 107 through 121 of the law.
- The year of publication may determine the duration of copyright protection for anonymous and pseudonymous works (when the author’s identity is not revealed in the records of the Copyright Office) and for works made for hire.
- Deposit requirements for registration of published works differ from those for registration of unpublished works. See discussion on “Registration Procedures.”
- When a work is published, it may bear a notice of copyright to identify the year of publication and the name of the copyright owner and to inform the public that the work

is protected by copyright. Copies of work published before March 1, 1989, must bear the notice or risk loss of copyright protection.

For further information on copyright issues:

The US Copyright Office at <http://www.copyright.gov>

Essential Reference Material

A guide to starting a business in Minnesota:

Copies may be ordered online or by calling the publications order line at (651) 556-8425
http://www.positivelyminnesota.com/Data_Publications/Publications/All_Other_DEED_Publications/Guide_to_Starting_a_Business_in_Minnesota.aspx

Business and Legal Forms for Graphic Designers, 3rd Edition

Tad Crawford, Eva Doman Bruck, Allworth Press; May 1, 2003

Graphic Artist Guild Handbook Pricing & Ethical Guidelines, 15th Edition

Graphic Artist Guild Inc. New York, NY, April 2018

Guild Members get a copy of the handbook sent directly to them.

Talent is Not Enough: Business Secrets for Designers

Shel Perkins, New Riders Press. New York, 2006

Freelance Union

Freelance Union is a national membership organization that is free to join. They offer products like insurance and retirement to its members and provide political advocacy for all independent workers.

<http://www.freelancersunion.org/index.html>

Get A Freelancer

Get A Freelancer is a global outsourcing solution and freelance jobs website. Here you can find freelance coders, writers, programmers, designers, marketers, and more.

<http://www.getafreelancer.com>

Guru

Guru.com's mission is to provide businesses with the most efficient platform to connect and perform transactions with freelance professionals locally, nationally, and globally.

<https://www.guru.com>

iFreelance

iFreelance.com provides two primary ways to find freelance opportunities. You can advertise your freelance services directly to interested buyers, or you can search our project database and submit bids for the projects on which you would like to work.

<http://www.iFreelance.com>

Mandy

Mandy, a comprehensive database, offers five channels of information for tv/film production professionals including services, jobs, casting and classified ads.

<https://www.mandy.com>

AIGA (Associations of International Graphic Artists)

<https://www.aiga.org>

Tax Info and Forms

<https://www.irs.gov>

Information for Visual Freelancers

www.creativebusiness.com

Graphic Design & Web Design Business Resources

Forms, Contracts, Pricing Guides, Training Videos, Designer Interviews & More!

<http://creativepublic.com/>

Telecommuting Resource Center for Work at Home Jobs:

www.homeworkers.org

Pricing information for Photographers:

<http://nppa.org/page/3277>

U.S. Copyright Office

<http://www.copyright.gov/>

U.S. Small Business Association

The U.S. Small Business Administration has delivered millions of loans, loan guarantees, contracts, counseling sessions and other forms of assistance to small businesses.

<https://www.sba.gov/business-guide>

Jessica Hische, Freelance Illustrator and Designer

<http://shouldiworkforfree.com/#no5>

<http://jessicahische.is/thinkingthoughtsaboutgettingfreelance>