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CA Bus. and Prof. Code Section 18103(b)

(a) Whenever a hiring party retains the services of a freelance worker, the contract between the hiring party and the freelance worker shall be in writing. The hiring party shall furnish a signed copy of the written contract, either physically or electronically, to the freelance worker. The hiring party shall retain the contract for no less than four years.

➡ (b) The contract shall include, at minimum, all of the following information:

(1) The name and mailing address of each party.

(2) An itemized list of all services to be provided by the freelance worker, including the value of those services and the rate and method of compensation.

(3) The date on which the hiring party shall pay the contracted compensation or the mechanism by which the date shall be determined.

(4) The date by which a freelance worker shall submit a list of services rendered under the contract to the hiring party to meet the hiring party's internal processing deadlines for purposes of timely payment of compensation.

(c) This section does not limit existing contract law, including, but not limited to, that it does not prevent a freelance worker from enforcing an oral contract or recovering under the doctrine of promissory estoppel. Notwithstanding a refusal by the hiring party to provide a written contract as required by subdivision (a), the following may be evidence that a contract was formed between the parties:

(1) The hiring party made representations to the freelance worker regarding the rate for services to be performed.

(2) The freelance worker provided in writing any document to the hiring party, including email, text message, or other electronic communication, a summary of the rate and work to be performed prior to performing the work.

(3) The freelance worker performed the work that the freelance worker understood was to be performed.

(Added by Stats. 2024, Ch. 870, Sec. 1. (SB 988) Effective January 1, 2025.)