

FREELANCE DESIGN WORK-FOR-HIRE AGREEMENT

This is an Agreement between _____, hereinafter Art Director,
and _____, hereinafter Creative Agency, normally doing business at
_____.

This Agreement covers the preparation of _____ further described in
_____ and submission of ideas and materials therefor. Art Director will receive a
total fee of \$_____ upon satisfactory completion. Art Director will deliver to
Creative Agency on or before _____ the _____ in form and
content satisfactory to creative agency.

Art Director is an independent contractor. This work is considered work-for-hire under the United
States Copyright Act of 1976. All concepts, ideas, copy, sketches, art- work, electronic files and
other materials related to it will become the property of Creative Agency. Art Director
acknowledges that _____ is being created by Art Director for use by Creative
Agency.

At Creative Agency's sole and absolute discretion, Creative Agency may make any changes in,
deletions from, or additions to _____. Creative Agency is not under any
obligation to use _____ or derivative materials.

Art Director acknowledges that _____ is being created by art director for use by
Creative Agency and that _____ is a work made for hire under the United
States Copyright Act of 1976. At all stages of development, the _____ shall be
and remain the sole and exclusive property of Creative Agency. If for any reason the results and
proceeds of Art Director's services hereunder are determined at any time not to be a work made for
hire, Art Director hereby assigns to Creative Agency all right, title and interest therein, including all
copyrights as well as renewals and extensions thereto.

Any proprietary information, trade secrets and working relationships between Art Director and
Creative Agency and its clients must be considered strictly confidential, and may not be disclosed to
any third party, either directly or indirectly.

With reasonable cause, either party reserves the right to cancel this Agreement without obligation
by giving _____ written notice to the other party of the intent to terminate. In
the event that either party shall be in default of its material obligations under this Agreement and
shall fail to remedy such default within _____ after receipt of written notice
thereof, this Agreement shall terminate upon expiration of the _____ period.
Should Art Director's commission be cancelled or postponed for any reason before the final stage,
Creative Agency agrees to pay a cancellation fee based on work completed.

Please indicate acceptance of the terms set forth above by signing this Agreement.

